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SUPREME COURT OF THE UNITED STATES.

No. ~~240~~. ~~156~~. ~~75~~. ~~54~~. ~~4~~

~~47~~. ~~45~~. 22

JOHN DENNISTOUN, WILLIAM WOOD, AND WILLIAM CROSS, SURVIVORS, &C., APPELLANTS,

vs.

EDGAR G. WOOD, ADMINISTRATOR OF JAMES PAYNE, DECEASED, AND AL.

APPEAL FROM CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

Geo. S. Gideon, printer, 511 Ninth street, Washington, D. C.

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No. 232. A. and J. DENNISTOWN & Co., vs. JAMES PAYNE, ET. AL. } In Chancery.

Pleas before the Hon. Samuel J. Gholson, District Judge of the United States, at a Circuit Court of the United States in and for the Ninth Circuit and Southern District of Mississippi, begun and held at the city of Jackson, on the first Monday of November, in the year of our Lord one thousand eight hundred and fifty-seven.

Be it remembered, that heretofore, to wit: on the 18th day of April, A. D., 1851, the complainants, A. and J. Dennistown & Co., by their solicitors, Eustis, Ellett and Burwell, filed their bill of complaint herein against the said defendants in the words and figures following, to wit:

Bill.

To the Judges of the United States Circuit Court
for the Southern District of Mississippi.

In Chancery.

Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, who are aliens doing business under the name and firm of A. and J. Dennistown & Co., in the city of New Orleans, in the State of Louisiana, exhibit this their bill of complaint against James Payne, Robert Oakman, David Hunt and Edgar Wood, who are citizens of Jefferson county, in the State of Mississippi, and Horatio L. Eustis, of Adams county.

And thereupon, your orators shew unto your Honors, that your orators are the only surviving partners of the firm of A. and J. Dennistown & Co., of New Orleans, in the State of Louisiana, which commercial firm was composed in the year 1840 of your orators and one Murray Menries Thompson, who is since deceased, that on or about the twenty-first day of April, in the year 1840, the defendant, James Payne, was indebted to said A. and J. Dennistown & Co., in the sum of seventy-three thousand and thirteen $\frac{84}{100}$ dollars, for which he executed and delivered to said A. and J. Dennistown & Co. his three promissory notes and a penal bond, which are particularly described and set forth in the deed of trust, hereinafter mentioned and described, that said notes and bond are now in judgment obtained therein by said A. and J. Dennistown & Co. against said James Payne, that to secure payment of said debts, said defendant Payne executed, duly acknowledged and delivered the deed of trust herewith exhibited, marked exhibit (A), and which your orators pray may be made part of this bill of complaint; that by said deed of trust the said defendant James Payne conveyed in trust to one William Ferriday and to Horatio L. Eustis and others in succession as trustees (in case the predecessor of each shall fail or refuse to act as trustee) certain lands and negro slaves, then in the possession of said James Payne in the county of Jefferson, as will be more fully seen by reference to said deed of trust; that said A. and J. Dennistown & Co. in the lifetime of said Thomson, since deceased, recovers a judgment against said defendant, James Payne, on the penal bond described in said deed of trust in the Circuit Court of Jefferson county, in this State, on the fifteenth day of May, A. D., 1845, in the sum of thirty-eight thousand and thirteen $\frac{84}{100}$ dollars, a certified transcript whereof is herewith exhibited, marked exhibit (B), and which your orators pray may be taken as part of this bill of complaint; that said A. and J. Dennistown & Co., in the lifetime of said Thomson, since deceased, recovered a judgment against said defendant, Payne, on two of said promissory notes.

In this Court, on the lawside thereof, on the 14th day of May A. D., 1847, in the sum of sixty thousand, six hundred and eighty-seven $\frac{53}{100}$ dollars, a certified transcript whereof is herewith exhibited, marked exhibit (C), and which your orators pray may be taken as part of this bill of complaint; that since the recovery of said judgments, William Ferriday, the first-named trustee, having removed from this State into the State of Louisiana, where he now resides, has failed to act as trustee under said deed of trust; and the defendant Horatio L. Eustis, who resides in the county of Adams, and who your orators pray may be made defendant to this bill, is now the acting trustee under said deed of trust; that said Eustis has made sales of such portions of the property conveyed by said deed of trust, as he has been enabled to get into his possession, and from the proceeds thereof did form the income of a portion of the same while in his possession, has paid over to your orators divers sums of money, which have been duly credited on said judgments, pro rata, but notwithstanding said payments, your orators charge the fact to be, that there remains due on the first described of said judgments the sum of twenty-two thousand one hundred and four $\frac{44}{100}$ dollars, and on the second, being the judgment of this Court, the sum of thirty-seven thousand, eight hundred and sixty $\frac{38}{100}$ dollars, with interest on both since the second day of April, 1849, the date of the last credit, that there remains unsold, of the negroes, slaves conveyed in said deed of trust for the security of your orators, one hundred and thirteen slaves, named and described in said deed of trust as follows, viz.:

No.	Names.	Ages.
“	1. Clem,	27
“	2. Joe,	15
“	3. Mack,	16
“	4. Isaac,	9
“	5. George,	21
“	6. William,	24
“	7. Monroe,	11
“	8. July,	28
“	9. Angus,	11
“	10. Albert,	6
“	11. Jacob,	3
“	12. John Thomas,	18
“	13. Feilding,	31
“	14. Little John,	15
“	15. Little George,	16
“	16. Little Bill,	11
“	17. Little Peter,	17
“	18. Alfred,	13
“	19. Levi,	19
“	20. Tony,	28
“	21. Booker,	28
“	22. Bazil,	50
“	23. Bill,	17
“	24. Tom,	29
“	25. Little George,	30
“	26. Jefferson,	16
“	27. Elliott,	15
“	28. Moses,	40
“	29. Wilson,	18
“	30. Archibald,	30
“	31. Patty,	39
“	32. Ann,	41
“	33. Ramsey,	14
“	34. Emily,	13
“	35. Laura,	9
“	36. Adeline,	13
“	37. Finney,	17
“	38. Mary,	30
“	39. Charlotte,	16
“	40. Little Polly,	16
“	41. Hannah,	13
“	42. Maria,	13
“	43. Louisa,	16
“	44. Nancy,	26
“	45. Sarah Ann,	16
“	46. Ann,	17
“	47. Easter,	17
“	48. Catharine,	16
“	49. Nancy Ann,	11
“	50. Elizabeth,	16
“	51. Catharine,	16
“	52. Mary Ann,	3
“	53. Mary,	13
“	54. Young John,	23
“	55. Henson,	30
“	56. Henry,	23
“	57. Alfred,	26
“	58. Cato,	39
“	59. Dick,	16
“	60. Adam,	58
“	61. Esther,	50
“	62. Becky,	40
“	63. Fanny,	17
“	64. Matilda,	16
“	65. Caroline,	13
“	66. Sarah,	17
“	67. Polly,	13
“	68. Nelly,	15
“	69. Little Henry,	16
“	70. Edmund,	17
“	71. Margaret,	13
“	72. Francis,	5
“	73. Osborne,	4
“	74. Sally,	16
“	75. Robin,	60
“	76. Sam,	31
“	77. Sally,	41
“	78. John,	13
“	79. William,	9
“	80. Henry,	6
“	81. Nancy,	30
“	82. Elizabeth,	19
“	83. Ann,	27
“	84. Allen,	19
“	85. Violet,	36
“	86. Little Jane,	14
“	87. Burton,	30
“	88. William,	36
“	89. Abram,	50
“	90. Aaron,	31
“	91. Sarah Ann,	13
“	92. Little Mary,	7

No.	Names.	Ages.	No.	Names.	Ages.
" 93.	John, ...	11	" 104.	Young Frank, .	14
" 94.	Vilet, ...	43	" 105.	Joe, ...	9
" 95.	Little Jane, . .	13	" 106.	Albert, . . .	11
" 96.	Carey, ...	6	" 107.	Little John, . .	6
" 97.	Susan, ...	11	" 108.	Tom, ...	5
" 98.	Joe, (blacksmith,)	29	" 109.	Kitty, ...	38
" 99.	Jefferson, . . .	30	" 110.	Emily, ...	23
" 100.	Shelton, . . .	31	" 111.	Thad, ...	11
" 101.	New Frank, . .	22	" 112.	Ailsley, . . .	5
" 102.	Titus, ...	37	" 113.	Pompey, . . .	1
" 103.	Sally, ...	31			

Of the negroes named in said list, your orators are informed and believe, and charge the fact to be, that the following, namely, Cato, No. 58; Dick, No. 59; Adam, No. 60; Esther, No. 61; Fanny, No. 63; Matilda, No. 64; Caroline, No. 65; Margaret, No. 71; are in the possession of said defendant, James Payne, on either the "Elam Place" or the "Wilkins Place," two plantations now under the management and control of said James Payne, in the county of Jefferson, in this State; the negroes Young John, No. 54; Toney, No. 20; Booker, No. 21; your orators charge, were lately in the possession of the defendant, Edgar Wood, in the county of Warren, in this State; and your orators charge that said defendant, Wood, sold them to one Alvarez Fisk, residing in the State of Louisiana, and caused them to be removed thither, although the said Wood had full notice of the lien of your orators aforesaid upon said negroes. The negroes, Monroe, No. 7; Nancy, No. 44, Sally, No. 77; Aaron, No. 90; Little Mary, No. 92; Susan, No. 97; Sally, No. 103; Ailsey, No. 112; your orators are informed, and charge the fact to be, are on a plantation in said county of Jefferson, in this State, managed and controlled by said James Payne, known as the "Miskell Place." The negroes, Bazil, No. 22; Abram, No. 89; your orators are informed, and charge the fact to be, are in the possession of defendant, Robert Oakman, of Jefferson county. The negroes, Joe, (a blacksmith,) No. 29; Titus, No. 37; are, as your orators are informed, and believe and charge the fact to be, in the possession of the defendant, David Hunt, in said county of Jefferson.

Your orators charge that the said defendants other than the defendant, James Payne, came into the possession of said negroes, by some act of the defendant, James Payne, and that each and every of them took them, and now hold them severally as hereinbefore charged, subject to the trust in favor of your orators; your orators further state, that they have reason to believe and charge the fact to be, that many others of the negroes, slaves named in said list, in fact, nearly all that may be now alive, are still in the possession and control of said James Payne, in the said county of Jefferson, that said Payne is still in the management and control of some five or six large plantations, in said county of Jefferson, which your orators are informed, are known by the names of "Wilkins Place," "Elam Place," "New Place," "Miskell Place," and "Home Place," and that said negroes, slaves in said list or such of them as are still surviving, are upon one or the other of said plantations. Your orators charge the fact to be, that said defendant, Payne, has altogether refused to furnish your orators with any information in relation to said negro slaves, either as to the number surviving, or where they are. Your orators further charge, that the natural increase of the said negro slaves is conveyed by said deed of trust for the security of your orators, and your orators are without information, what is said increase and where the same is.

Your orators charge, that said deed of trust constitutes the first recorded incumbrance upon said negro slaves, and their natural increase, and they are advised that they are entitled in equity to have the said negro slaves and their natural increase, applied by decree of this Court to the satisfaction of the balance due on the said judgment at law, obtained as aforesaid in this Court, and if it shall appear that any of said defendants have removed or shall remove any of said negroes from the State, subject to the lien of your orators as aforesaid, that your orators are entitled to a decree of this Court against such defendants for the value of said negro slaves, so removed. Your orators further charge, that from the concealment heretofore practised by said defendant, James Payne, and his refusal to give to your orators any satisfaction, your orators have reason to apprehend that said defendant, Payne, will cause such of said negroes in said list and their increase as are under his control, to be removed from this State, in order to prevent your orators subjecting them by a decree of this Court to the satisfaction of their claims, as aforesaid. In tender consideration of the premises, and to the end that a receiver may be appointed to take into possession such of said slaves as may be found in the possession or under the control of said defendant, Payne, in order that the same may be secured to abide the final decree in this cause, and that said defendants may, if they can, show why your orators should not have the relieve hereby prayed, and may upon their several and respective oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information and belief, full and direct, and proper answer make, to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written, they are respectively required to answer, viz.:

No. 1. What is the natural increase of the negro slaves, named and described in said list of 113 negroes, and in said Exhibit (A) to this bill of complaint, now surviving, with the names and ages of the same, and where and in whose possession is each and every negro of said increase.

No. 2. At what place and in whose possession is each and every negro slave now surviving, named in said list of 113 slaves; if any are dead state time and place when each of the same died.

No. 3. Were not the negro slaves Young John, No. 54, Tony No. 2, and Booker, No. 21, at one time in the possession of Edgar Wood on his plantation in Warren county; were they or not by him sold to Alvarez Fisk, and removed out of the possession of said Wood, and out of this State, after said Edgar Wood had notice, that they are subject to a lien in favor of your orators by virtue of said deed of trust, and what is their value respectively.

No. 4. Are not the negro slaves Bazil, No. 22, and Abram, No. 89, in the possession of Robert Oakman, in the county of Jefferson, and when did he get possession of them, and where, and if not in his possession, when did they cease to be in his possession, and what is their value respectively.

No. 5. Are not the negro slaves Joe, (a blacksmith,) No. 29, Titus, No. 37, in the possession of David Hunt, in the county of Jefferson, and if so, when and where did he become possessed of them, and what is their value respectively.

And may it please your honors to grant to your orators, writs of subpœna to be directed to said defendants, James Payne, Edgar Wood, Robert Oakman, and David Hunt, of Jefferson county, in this State, and to Horatio S. Eustis, of Adams county, directing them to appear and answer as aforesaid, the allegations of this bill of complaint, and to grant to your orators the proper process of this Court, restraining the said defendants respectively from removing or selling or incumbering in any way the negro slaves severally herein before charged to be in their possession until the further order of this Court, and that a receiver be appointed to take charge of such of said negro slaves as may be found in the possession of, or under the management and control of said James Payne, and that an account be taken of the balance due to your orators upon the judgment at law aforesaid in this Court, and that upon final hearing, your Honors will decree that such of said negro slaves, conveyed by said deed of trust, described in said list of 113 negro slaves, as may be found, together with their natural increase and the natural increase of the others in the deed, may be sold under decree of this Court, for the satisfaction of your orators' claim in the premises, and if any of said defendants have removed from the jurisdiction of this Court any of said slaves or their increase, that they may be decreed to pay to your orators the value of such slaves so removed, to be ascertained by a commissioner of this Court, and that your orators may have such further relief as to your honors may seem meet in the premises.

And your orators will ever pray.

EUSTIS & ELLET,
for Compl'ts.

The defendant, James Payne, is required to answer all the above interrogatories, the defendant, Edgar Wood, is required to answer the interrogatory numbered 3, the defendant, Robert Oakman, is required to answer the interrogatory numbered 4, the defendant, David Hunt, is required to answer the interrogatory numbered 5.

H. L. EUSTIS,
Sol. for Compl'ts.

UNITED STATES OF AMERICA, } *Sct.*
Southern District of Mississippi. }

Personally appeared before the undersigned Commissioner for said District, William M. W. Cochrane, agent and attorney in fact for the within named complainants, who, being duly sworn, saith, on oath, that the matters contained in the within bill, as of his own knowledge are true, and those derived from the information of others, he believes to be true.

WM. M. W. COCHRANE.

Sworn to and subscribed this }
5th day of May, A. D., 1851. }

W. H. BROWN,
U. S. Commissioner.

Copy of Deed of Trust.

This Indenture, made and entered into this twenty-first day of April, Anno Domini, one thousand eight hundred and forty, between James Payne, of Jefferson county, and State of Mississippi, of the first part, William Ferriday, of Adams county, and State aforesaid, trustee as hereinafter mentioned, of the second part, and the commercial house of A. and J. Dennistown & Co., of the city of New Orleans, and State of Louisiana, of the third part, Whereas the said James Payne is indebted to the said house of A. and J. Dennistown & Co., in the sum of thirty thousand dollars, as mentioned in a certain promissory note, made by the said James Payne to the order of the said A. and J. Dennistown & Co., dated Natches, 16th January, 1840, and payable on the first day of January, one thousand eight hundred and forty-one, with interest at ten per centum per annum, till paid; Whereas also, the said James Payne in and by a certain writing obligatory, commonly called Penal Bond, under his hand and seal, dated thirtieth day of January, A. D., one thousand eight hundred and forty, stands bound unto the said A. and J. Dennistown & Co. in the sum of fifty thousand dollars, conditioned as follows: That whereas, the above named Messrs. A. and J. Dennistown & Co. have advanced to the said James Payne on account of cotton, by them shipped, belonging to said Payne, and amount of monies (not yet fully ascertained) far exceeding the proceeds of sales of said cotton so shipped. Now, if said James Payne shall well and truly pay in New Orleans on or before the first day of January, one thousand eight hundred and forty-one, to the said Messrs. A. and J. Dennistown & Co. the amount that shall be ascertained to be due to them, on settlement of his account with them, of cotton so shipped as aforesaid, then this obligation to be void and of no effect; otherwise to remain in full force and virtue in law.

And whereas, also, the said James Payne is further indebted to the said A. and J. Dennistown & Co. in the sum of five thousand dollars, as mentioned in a certain other promissory note, drawn by said James Payne in favor of the said A. and J. Dennistown & Co., dated Natchez, 9th April, 1840, payable at their office in New Orleans, first January, 1841, with interest at ten per centum per annum, from first January, 1840.

Now, this indenture witnesseth—That the said James Payne, as well for and in consideration of the aforesaid debts or sums mentioned in said promissory notes and said writing obligatory, and for the better securing their payments, as of the further sum of ten dollars to him in hand, paid by the said party of the second part, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath, granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said William Ferriday, and his successors hereinafter appointed, trustee for the uses and trusts hereinafter mentioned, all that *plantation* known as the "*Bluff Place*," situate, lying and being in Jefferson county, State of Mississippi, containing *seventeen hundred and forty-seven acres*, bounded on the north by Scott's Lake, on the east by lands owned by Mrs. Jane Ferguson, on the south by lands owned by Martin L. Smith, and John H. Scriber, and on the west by lands owned by the estate of Richard Skinner, deceased; said plantation being composed of the following tracts or parcels of land—All that certain piece and parcel of land lying on Fairchild Creek, and bounded as follows: beginning at a post and ash marked JJJG, and running north 60° east 39.67 chains to an elm; thence north 30° west 122.14 chains to a persimmon, crossing Fairchild's Creek; thence south 43° west 41.47 chains to a post; thence south 30° east 110 chains, crossing the creek to the place of beginning; being same tract granted by the Spanish Government to Rotin Courtney, in the year seventeen hundred and eighty-nine, containing four hundred *aspanes*, according to said grant, conveyed by said Courtney to Jonathan Jones, and by the heirs of said Jones to Thomas Scott, and the said James Payne, and by said Scott to said Payne; said grant was confirmed by the board of Commissioners, west of Pearl River, 30th April, A. D., 1805, and contains, according to Charles Defrance's survey, *four hundred* and sixty $\frac{44}{100}$ acres. Also, all that certain piece or parcel of land lying on Fairchild's Creek containing *five hundred and sixty-seven acres*, more or less, granted by the Spanish Government to one John Jones, and confirmed to him by the board of Commissioners, west of Pearl River, May 2d, 1805, conveyed by said John Jones to one David Greenleaf, June 9th, 1802, and by said Greenleaf and Phebe, his wife, to one Jeremiah Coleman, March 5th, 1804. Corners of said tract are "Percimon X., Post XIII , Red Oak XIII., and is represented in the above conveyances and Spanish grant, as containing six hundred aspanes. Said Payne derives title to this tract from the heirs of said Jeremiah Colēman by deed dated October 1st, 1832. Also, those two lots or parcels of land containing together *two hundred and ninety-one acres*, situate on Fairchild's Creek, conveyed by the government of the United States to one William Gilbert, known and designated on the maps in the Register's office as lot number one (1,) in section twenty-nine (29,) and lot number two (No. 2,) in section thirty (30,) in township nine of range two west, in the district of lands subject to sale at the town of Washington, State of Mississippi; lot No. 1, in section 29, containing one hundred and seventy acres; lot *No.* 2, in section 30, containing one hundred and twenty-one acres, and were conveyed by the heirs of said Gilbert to said Payne, by deed dated April 27th, A. D., 1837. Also, that piece or parcel of land lying on the waters of Fairchild's Creek, containing *seventy-nine acres*, being part of a tract of land granted by the Spanish government to one Parker Carradine, and by him conveyed to one Peter Hill, and by said Hill and Racheal, his wife, to one William Robb, and by William Turner, executor of said Robb, to William T. Forbes, who, together with Mary M., his wife, conveyed to said Payne by deed dated April 19th, 1833. Also, all that certain piece or parcel of land bounded and described as follows:—Commencing at a cotton wood south 30° east 413 perches to a post, south 60° 40 to a red oak; thence north 30° west 387 perches to a black oak; thence to the beginning; containing *one hundred and fifty acres*, more or less; being the same tract confirmed by the Board of Commissioners, west of Pearl river, as a donation claim to one John Staybraker, by certificate marked and numbered C. No. 11, Registers No. 883, and dated 3d Feb'ry, 1807; said tract was conveyed as follows—by said Staybraker to Abijah Hunt, Sept. 5th, 1818, by executors of said Hunt to Caleb Hill, Nov. 30, 1812, and by the heirs of said Hill to said Payne, by deeds recorded August 11th, 1831, March 4th, 1834, December 13th, 1838, in the office of the Probate Court of said Jefferson county. Also, a certain tract or parcel of land, containing *two hundred acres*, more or less, sold by Richard Harrison under a decree of the Chancery Court, and purchased by said Payne, as will more fully appear by reference to said Harrison's deed to said Payne, recorded (dated 21st May, 1832,) 20th May, 1833, in book B, page 678, of records of deeds of said Jefferson county—the above tracts comprising the Bluff Place, and represented as containing *seventeen hundred and forty-seven* $\frac{44}{100}$ *acres*, are supposed to contain about *twenty-five hundred acres*.

Also, all the following named negroes, together with eight or ten children on the Bluff Place not named:

No.	Names.	Ages.
1.	Britton	31
2.	Peter	43
3.	Clem	27
4.	Joe	15
5.	John	15
6.	Mack	16
7.	Isaac	9
8.	Edmund.	5
9.	George	21
10.	William	24
11.	Monroe	11
12.	Henry	30
13.	Marshall	8
14.	July	28
15.	Augus	11
16.	Albert	6
17.	Jacob	3
18.	Bill, (ox driver)	31
19.	John Thomas	28
20.	Feilding	31
21.	Hector	30
22.	Jefferson	16
23.	Little Clem	16
24.	" John	15
25.	" George	16
26.	" Bill	11
27.	" Peter	17
28.	Alfred	13
29.	Levi	19
30.	Tony	28
31.	Booker	28
32.	Bazil	50
33.	Bill	17
34.	Bob	15
35.	Tom	29
36.	Little George	30
37.	Beny	18
38.	Jefferson	16
39.	Elliott	15
40.	Solomon	46
41.	Moses	40
42.	Washington	31
43.	Wilson	18
44.	Archibald	30
45.	Patty	39
46.	Ann	41
47.	Ramsey	14
48.	Jane	13
49.	Emily	13
50.	Laura	9
51.	Racheal	10
52.	Adaline	13
53.	Finny	17
54.	Mary	30
55.	Harriet	17
56.	Chorlotte	16
57.	Little Polly	16
58.	Hannah	13
59.	Amy	20
60.	Maria	13
61.	Louisa	16
62.	Nancy	26
63.	Sally	16
64.	Malinda	19
65.	Nelly	36
66.	Sarah Ann	16
67.	Ann	17
68.	Easther	17
69.	Catharine	16
70.	Hester	16
71.	Mary Ann	16
72.	Becky	13
73.	Nancy Ann	11
74.	Elizabeth	16
75.	Catharine	16
76.	Mary Ann	3
77.	Hager	33
78.	Mary	13
79.	Young John	23
80.	Little Joe	13
81.	Henson	30
82.	Henry	23
83.	Alfred	26
84.	Cato	19
85.	Dick	16
86.	Adam	58
87.	Easther	50
88.	Becky	40
89.	Fanny	17
90.	Matilda	16
91.	Mary	16
92.	Caroline	13
93.	Sarah	17
94.	Polly	13
95.	Emeline	19
96.	Nelly	25
97.	Little Henry	16
98.	Edmund	17

No.	Names.	Ages.
99.	Margaret	13
100.	Betsey	13
101.	James	8
102.	Francis	3
103.	Osborne	4
104.	Sally	16
105.	Robin	60
106.	Sam	31
107.	Sally	41
108.	John	13
109.	William	9
110.	Henry	6
111.	Nancy	30
112.	Elizabeth	19
113.	Ann	27
114.	Allen	19
115.	Violet	36
116.	Little Jane	14
117.	Burton	30
118.	William	36
119.	Abram, (carpenter)	50
120.	Aaron	31
121.	Sarah Ann	13
122.	Little Mary	7
123.	John	11
124.	Vilet	43
125.	Little Jane	13
126.	Carey	6
127.	Susan	11
128.	Joe, (blacksmith)	29
129.	Jefferson	30
130.	Shelton	31
131.	Winney	22
132.	New Frank	22
133.	Arch	19
134.	Delia	17
135.	Titus	37
136.	Sally	31
137.	Young Frank	14
138.	Joe	9
139.	Albert	11
140.	Little John	6
141.	Tom	5
142.	Ritty	38
143.	Emily	23
144.	Thad	10
145.	Dick	9
146.	Ailsey	5
147.	Pompey	1

Slaves for life, together with their natural increase. The first named eighty in the above list, being on the above mentioned "*Bluff Place*," the next twenty-four on "*New Place*," the next twenty-three on the "*Home Place*," and the balance were reserved from the ' *Calvit Place*," recently sold to David Hunt, and also three other lots or tracts of land lying in Jefferson county aforesaid, being lots number five and seven of section five, and lot number one of section four, all in township nine, range two, west, in the district subject to sale at Washington, Mississippi, as will more fully appear by reference to letters patent of said lots to Joseph Hawk, David Hawk, and Abner Smalley, respectively, recorded vol. 1, page 364; vol. 2, page 513 and 523, certificates No. 369, 1144 & 1158, containing together *two hundred and seventy nine* $\frac{60}{100}$ *acres*, conveyed to said Payne by said Abner Smalley, *to have and to hold* the said plantation and tracts of land, together with all their improvements and appurtenances thereunto belonging, and also all and singular, the negro slaves herein before mentioned together with all their natural increase unto the said William Ferriday, trustee, and his successors hereinafter appointed, for the uses and trust hereinafter mentioned only; which said uses and trust are herein and hereby declared as follows, viz. and in case that the said Payne, his heirs, executors, or administrators shall fail or neglect to pay unto the said commercial house of A. and J. Dennistown & Co. the said sums mentioned in said promissory notes, and said writing obligatory above recited, or any part thereof, at the time specified therein for the payments thereof, then and in that event it shall be the duty of, and full power and authority is hereby vested in and given to the said William Ferriday, trustee as aforesaid, and his successors hereinafter appointed when thereunto requested by the said A. and J. Dennistown & Co. in writing, to take into possession and expose for sale at public auction at the door of the Court House in the city of Natchez, to the highest and best bidder for cash, all or so much of the property, real and personal, hereinbefore described, as may in the discretion of the said Ferriday, trustee, or his successor, be necessary to pay and discharge in full the sums mentioned, or intended to be mentioned in said promissory notes and said writing obligatory, having first given six months' public notice of the time and place of such sale by advertisement, posted up at three public places in the county, and in one or more of the public papers of the State, nearest the property intended to be sold, and to make to the purchaser or purchasers at such sale good and perfect title in fee to the property so purchased, and it shall be the duty of the said William Ferriday, trustee as aforesaid, and his successors hereinafter appointed, out of the proceeds of such sale to pay and discharge in full the said promissory notes, and said writing obligatory remaining due and unpaid, and the balance, if any there be, after paying the necessary charges and costs for executing this trust, to pay over to the said James Payne, his heirs, executors and administrators, and it is further provided that if, and in the event of the said William Ferriday by death, or from other cause, shall fail or refuse to act as trustee as aforesaid, then and in that event Horatio S. Eustis, of Adams county aforesaid, is hereby appointed trustee as successor to said Ferriday, and full power and authority is hereby given to said Eustis to act as trustee under this deed, according to the terms declared for the direction and duties of said Ferriday, and in case of the failure of said Eustis to act as trustee as aforesaid, then and in that event Joseph C. Ferriday, of Adams county aforesaid, is hereby appointed trustee as successor to said Eustis, and full power and authority is hereby given him to act as trustee under this deed, according to the terms aforesaid, and in case of said Joseph C. Ferriday failing or refusing to act as trustee as aforesaid, Edwin Bennett, of Adams county aforesaid, is hereby appointed successor to said Joseph C. Ferriday, and full power and authority is hereby given him to act as trustee under this deed according to the terms aforesaid, and in the event of said Edwin Bennett failing or refusing to act as trustee aforesaid, Edward K. Chaplain, of Adams county aforesaid, is hereby appointed successor to said Bennett, and full power and authority is hereby given to said Chaplain to act as trustee under this deed according to the terms aforesaid; And it is further provided, that in the meantime and until such sale as aforesaid shall become necessary by the default of said Payne to pay as aforesaid, it shall be lawful for him, the said Payne, his heirs, executors or administrators, to remain in possession of said property, real and personal, as aforesaid. In testimony whereof I have hereunto set my hand and seal the day and year first above written.

JAMES PAYNE. [SEAL.]

[The word *paid* in the 16th line of this deed inserted before signed.]

[The amount intended to be mentioned in the condition of the penal bond, is thirty-eight thousand and thirteen dollars and eighty-four cents.]

STATE OF MISSISSIPPI, }
Jefferson County. }

This day came and appeared personally before me the undersigned, clerk of the Probate Court, in and for the County of Jefferson, and State aforesaid, James Payne, whose name is signed to the foregoing instrument of writing, who acknowledged that he signed, sealed and delivered the same on the day and year, and for the uses and purposes therein written, as his act and deed.

Given under my hand and the seal of said Court at Fayette, the 21st day of April, A. D., 1840.

[SEAL.] EDWIN McKEY,
Clerk.

STATE OF MISSISSIPPI, }
Jefferson County. }

I, Edwin McKey, clerk of the Probate Court for said county, do certify, that the foreoing deed of trust is recorded in my office in book D. of records of deeds, &c., pages 612, 613, 614 & 615.

Given under my hand and seal of office, this, the 23d day of April 1840.

[SEAL.] EDWIN McKEY,
Clerk.

STATE OF MISSISSIPPI, }
Warren County. }

I, Edward B. Scarborough, clerk of the Probate Court in and for said county, do hereby certify, that the foregoing instrument of writing and certificates, were filed for record in my office on the 8th day of May, 1849. Whereupon I have made the same of record in book W, pages 46, 47, 48, 49 and 50.

Given under my hand and seal of office, this 10th day of May, A. D., 1849.

[SEAL.]

E. B. SCARBOROUGH,
Clerk.

Exhibit B.

STATE OF MISSISSIPPI,
Jefferson County.

A. & J. DENNISTOWN & CO.,
vs.
28 JAMES PAYNE.

Pleas before the Honorable Charles C. Cage, presiding Judge of the third judicial district of the State of Mississippi, at a Circuit Court begun and held in and for Jefferson county, and said State, at the Court house of said county, on the second Monday of May, in the year of our Lord one thousand eight hundred and forty-five.

Be it remembered, that heretofore, to wit, on the twelfth day of April, A. D., 1845, the plaintiffs by their attorneys filed in the Clerk's office of the Circuit Court of said county, their certain declaration against the said defendant, which is in the words and figures following, to-wit:

THE STATE OF MISSISSIPPI,
In the Circuit Court of the County of Jefferson.

To May Term, 1845.

Horatio S. Eustis, agent and attorney for Alexander Dennistown, John Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood and William Cross, merchants and partners in trade, under the name and firm of A. and J. Dennistown & Co., says on oath, that James Payne is justly indebted to said A. and J. Dennistown & Co., in the sum of thirty-eight thousand and thirteen dollars and eighty-four cents, on an instrument of writing in the following words and figures, viz:

Know all men by these — that I, James Payne, of Jefferson county, State of Mississippi, are held and firmly bound to Messrs. A. and J. Dennistown & Co., of the city of New Orleans, and State of Louisiana, in the penal sum of fifty thousand dollars, to be paid to the said Messrs. A. and J. Dennistown & Co., to which payment well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents, sealed with my seal, and dated this thirteenth day of January, A. D., one thousand eight hundred and forty.

The condition of the above obligation is such, that whereas, the above named Messrs. A. and J. Dennistown & Co. have advanced to the said James Payne, on account of cotton by them shipped, belonging to said Payne, an amount of monies, (not yet fully ascertained) far exceeding the proceeds of sales of said cotton, so shipped.

Now, if the said James Payne shall well and truly pay in New Orleans, on or before the first day of January, one thousand eight hundred and forty-one, to the said Messrs. A. and J. Dennistown & Co., the amount that shall be ascertained to be due to them, on settlement of his account with them, of cotton, so shipped, as aforesaid, then this obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed, JAMES PAYNE, [SEAL.]

Which sum of thirty-eight thousand and thirteen dollars and eighty-four cents, is the amount of the balance of account, recited in the condition of the said bond, due on the 4th day of January, A. D., 1841, and the said sum remains due and unpaid, the interest thereon, at ten per cent. per annum, being the interest agreed between the parties, having been paid up to the 12th day of May, A. D., 1845, being the second Monday in May, the first day of the next Term of the Circuit Court of Jefferson county, and the said Bond was not given, for a fraudulent or usurious consideration.

HORATIO S. EUSTIS.

Sworn to and subscribed before me,
this 12th day of April, A. D., 1845.

JAMES J. CALLIN,
Clerk.

I do hereby acknowledge myself indebted to the above named Alexander Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood, and William Cross, merchants and partners in trade, under the name and style of A. and J. Dennistown & Co., in the sum of thirty-eight thousand and thirteen dollars and eighty-four cents, and give my consent for judgment to be rendered against me at the next Circuit Court, for said amount, as due on the 12th day of May, A. D., 1845, and legal costs accruing thereon, with stay of execution until the first day of January next, A. D., 1846.

JAMES PAYNE.

Signed and acknowledged before me,
this 12th day of April, A. D., 1845.

JAMES J. CALLIN,
Clerk.

And afterwards, to wit: at the May Term, and on the eighteenth day of May, A. D., 1845, of said Court, this cause came up and judgment rendered therein as follows, to wit:

A. & J. DENNISTOWN & Co.,
28 *vs.*
JAMES PAYNE.

This day came the plaintiffs by their attornies, and the defendant, being called, came not, whereupon it is considered by the Court here, that the said plaintiffs do recover against the said defendant, the sum of thirty-eight thousand and thirteen dollars, and eighty-four cents, their damages aforesaid, in form aforesaid, confessed, to be sustained by reason, of the breach of the condition of the bond aforesaid, with interest thereon, from the twelfth day of May, A. D., 1845, being the first day of the term, as well as their costs by them, about their suit in this behalf, laid out and expended with stay of execution until the first day of January, A. D., 1846.

STATE OF MISSISSIPPI, }
County of Jefferson. }

I, James J. Callin, clerk of the Circuit Court of Jefferson county, do hereby certify, the within and foregoing four pages, (including this one,) do contain a true and correct transcript of the record of the case therein stated, as the same remains of record in my office.

[SEAL.] Witness my hand and the seal of said Court affixed, this, the 24th day of February, A. D., 1851.

J. J. CALLIN, By R. W. CAMPBELL, D. C.
Clerk.

Exhibit C.

37 A. & J. DENNISTOWN & CO., }
vs. }
JAMES PAYNE. }

Pleas before the Honorable Peter V. Daniel and Samuel J. Gholson, Judges of the Circuit Court of the United States, held at the town of Jackson, in and for the ninth Circuit and Southern District of Mississippi, at the May Term, in the year of our Lord one thousand eight hundred and forty-seven.

Be it remembered, that heretofore, to wit: on the 26th day of December, A. D., 1846, the following writ of summons, ad respondendum, issued out of the Clerk's Office, of the Court aforesaid, in the words and figures, to wit:

UNITED STATES OF AMERICA, } *ss.*
Southern District of Mississippi. }

The President of the United States, to the Marshal of the Southern District of Mississippi, greeting:

We command you, without delay to summon James Payne, a citizen of the State of Mississippi, that he be and appear at the Circuit Court of the United States, to be held at the city of Jackson, in and for the southern district of Mississippi, on the first Monday of May next, to answer to Alexander Dennistown, John Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood, and William Cross, who are aliens, and subjects of Victoria, Queen of Great Britain and Ireland, partners in trade, doing business in the city of New Orleans, Louisiana, under the firm and name of A. and J. Dennistown & Co., of a plea of trespass on the case to their damage, ninety-one thousand dollars, and that he do file his plea or defence with the clerk of said Court, on or before the meeting of the same, or judgment will be given against him, by default; and have then there this writ:

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, the 26th day of December, A. D., 1846, and in the 71st year of the Independence of the United States of America.

[SEAL.]

W. H. BROWN,
Clerk.
per CHAS. H. ROGERS, D. C.

(Marshal's Return.)

Executed 22d January, 1847.

THOS. FLETCHER,
Marshal.
per P. FLETCHER,
Deputy Marshal.

And on the same day of sueing out the writ aforesaid, the said plaintiffs, by Eustis and Chaplain, their attorneys, filed their declaration herein, against the said defendant, in the words and figures following, to wit:

SOUTHERN DISTRICT,
State of Mississippi. } *ss.*

United States Circuit Court, to May Term, 1847.

Alexander Dennistown, John Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood and William Cross, who are aliens, and subjects of Queen Victoria, of Great Britain and Ireland, partners in trade, doing business in the city of New Orleans, in the State of Louisiana, under the name and firm of A. and J. Dennistown & Co., by attorney, complains of James Payne, summoned, &c., who is a citizen of the State of Mississippi, residing in the district aforesaid, for that said defendant, on the sixteenth day of January, in the year of our Lord one thousand eight hundred and forty, at Natchez, to wit: at the district aforesaid, made a certain promissory note, in writing, bearing date, the day and year aforesaid, and thereby then and there promised to pay, for value received, to Messrs. A. and J. Dennistown & Co., (meaning the said plaintiffs,) on the first day of January, (1841,) eighteen hundred and forty-one, at their counting-house in New Orleans, the sum of thirty thousand dollars, with interest from date, till paid, at the rate of ten per cent. per annum.

By means whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money, in said promissory note specified, according to the tenor and effect of said promissory note, and, being so liable, the said defendant, in consideration thereof afterwards, to wit: on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the said sum of money, in the said promissory note specified, according to the tenor and effect thereof.

For that also the said defendant afterwards, to wit: on the ninth day of April, in the year of our Lord one thousand eight hundred and forty, at Natchez, to wit: at the district aforesaid, made a certain other promissory note, in writing, bearing date the day and year aforesaid, and thereby, then and there promised to pay, to the order of Messrs. A. and J. Dennistown & Co., (meaning the plaintiffs aforesaid,) on the 1st day of January next, (1841,) eighteen hundred and forty-one, at their counting house in New Orleans, five thousand dollars, with interest, at ten per cent. per annum, from 1st January last, (meaning last, preceding the date of said note,) till paid, for value received.

By means whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money, in said promissory note specified, according to the tenor and effect of said promissory note, and, being so liable, the said defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, to wit: 1st January, 1841, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the said sum of money, in the said promissory note specified, according to the tenor and effect thereof.

And whereas also afterwards, to wit: on the 20th December, 1846, at the district aforesaid, the said defendant was indebted to the said plaintiffs, in the further sum of fifty-six thousand dollars, for so much money, by the said defendant, before that time had and received, to and for the use of the said plaintiffs; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit: on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the last mentioned sum of money, when he should be thereunto afterwards requested.

Yet, the said defendant, although often requested, the said several sums of money or any part thereof, to the said plaintiffs, have not paid, but so to do, hitherto have refused, and still do refuse, to the damage of the said plaintiffs of ninety-one thousand dollars, and therefore they bring suit, &c.

EUSTIS & CHAPLAIN,
Attornies for Plaintiffs.

And afterwards, to wit: at the said May Term of the Court first aforesaid, to wit: on the fourteenth day of May, in the year of our Lord one thousand eight hundred and forty-seven, until which time this cause was legally continued, came the plaintiffs aforesaid, by their said attorneys, and it appearing to the satisfaction of the Court, that the writ herein has been duly executed on the said defendant, and he failing to appear, though solemnly called.

Therefore, it is considered by the Court, that the said A. and J. Dennistown & Co., plaintiffs, recover of, and against the said James Payne, defendant, the sum of sixty thousand six hundred and eighty-seven dollars and fifty-three cents for their damages, which they have sustained by reason of the premises, and also their costs and charges by them about their suit, in this behalf expended.

And the said defendant in mercy, &c.

And afterwards, to wit: on the 12th day of May, A. D., 1848, the following execution of Fieri Facias, issued against the said defendant by virtue of the foregoing judgment, out of the Clerk's office of the Court aforesaid, in the words and figures, to wit:

CIRCUIT COURT OF THE UNITED STATES,
Southern District of Mississippi.

The President of the United States, to the Marshal of the Southern District of Mississippi, greeting:

We command you, that of the goods and chattels, lands and tenements of James Payne, late of your district, you cause to be made the sum of sixty thousand, six hundred and eighty-seven $\frac{53}{100}$ dollars, which Alexander Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood and William Cross, under the firm of A. and J. Dennistown & Co., lately in our Circuit Court for the district aforesaid, have recovered against him for their damages, which they have sustained, by reason of the non-performance of a certain promise and assumption, by the said James Payne, to the said plaintiffs lately made, with interest on the said sum, at 8 per centum per annum, from the 14th day of May, 1847, until paid, also the sum of forty-three $\frac{16\frac{2}{3}}{100}$ dollars, for costs, by them about their suit in that behalf expended, whereof the said Payne is convicted, as appears to us of record, and that you have the said moneys before the Judges of our said Court, on the first Monday of November next, to render to the said plaintiffs for their damages and costs aforesaid, and have then there this writ.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the [SEAL.] first Monday of May, A. D., 1848, and in the 72d year of the Independence of the United States of America.

Issued, the 12th day of May, 1848.

W. H. BROWN,
Clerk.
per CHAS. H. ROGERS,
D. C.

(Marshal's Return.)

No property found.

THOS. FLETCHER,
Marshal.
by P. FLETCHER,
Deputy Marshal.

And afterwards, to wit: on the 17th day of June A. D., 1850, the following execution of alias fieri facias, issued in the words and figures, to wit:

CIRCUIT COURT OF THE UNITED STATES, }
Southern District of Mississippi. } *Sct.*

The President of the United States to the Marshal of the Southern District of Mississippi, greeting:

We command you, as before &c., that of the goods and chattels, lands and tenements of James Payne, late of your district, you cause to be made, the sum of sixty thousand six hundred and eighty-seven $\frac{63}{100}$ dollars, which Alexander Dennistown, John Dennistown, Murray Menzies Thomson, William Craig Mylne, William Wood and William Cross, under the firm of A. and J. Dennistown & Co., lately in our Circuit Court, for the district aforesaid, have recovered against him, for their damages, which they have sustained by reason of the non-performance of a certain promise and assumption, by the said James Payne to the said plaintiffs, lately made with interest on the said sum at 8 per centum per annum, from the 14th day of May, 1847, until paid, also the sum of fifty-seven dollars, for costs by them, about their suit, in that behalf expended, whereof the said Payne is convicted, as appears to us of record; and that you have the said moneys before the Judges of our said Court, on the first Monday of

November next, to render to the said plaintiffs, for their damages and costs aforesaid, and have then there this writ.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday of May, A. D., 1850, and in the 74th year of the Independence of the United States of America.

[SEAL.]

Issued, the 17th day of June, 1850.

W. H. BROWN,
Clerk.

(Endorsement.)

This Execution is entitled to a credit of $\$30,958\,\frac{16}{100}$, on the 22d day of January, A. D., 1849, as per letter of attorney's filed.

W. H. BROWN,
Clerk.

Copy of Attorney's Letter.

Natchez, December 21st, 1849.

To the Clerk of the United States Circuit Court, for Southern District of Mississippi.

Sir:—I am instructed by the Messrs. A. and J. Dennistown & Co., of New Orleans, to desire you to enter, upon judgment, obtained by them on the 14th of May, 1847, against James Payne, of Jefferson county, Mississippi, in the sum of $\$60,687\,\frac{53}{100}$, a credit in the sum of $\$30,958\,\frac{16}{100}$, say, thirty thousand nine hundred and fifty-eight $\frac{16}{100}$ dollars, as cash on the 22d day of January, 1849, being part proceeds of sale of "Bluff Place," and negroes, under deed of trust, balance of proceeds of said sale, having been applied to judgment in Jefferson County Court.

Your obedient servant

H. S. EUSTIS,
Attorney for Plaintiffs.

(Marshal's Return.)

The within named defendant hath no goods and chattels, lands or tenements, within my district, whereof I can make the sum within mentioned, or any part thereof.

FEILDING DAVIS,
Marshal of Southern District of Mississippi.

UNITED STATES OF AMERICA, Southern District of Mississippi. } Circuit Court U. S.

I, William H. Brown, Clerk of said Circuit Court, do hereby certify, that the foregoing eight pages contain a full, true, and complete transcript of the record of the Judgment in the case therein, together with the proceedings thereon, as the same now remain of record and on file in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of said Court, at Jackson, this 23d day of April, [SEAL.] A. D., 1851, and of the Independence of the United States the 75th.

W. H. BROWN,
Clerk.

Copy of Subpœna.

UNITED STATES OF AMERICA, Southern District of Mississippi. } *ss.*

The President of the United States, to James Payne, Robert Oakman, David Hunt, Edgar Wood, and Horatio S. Eustis, greeting:

For certain causes, offered before us, in our Circuit Court, for the southern district of Mississippi, sitting in chancery, we command you, that laying all other matter aside, and notwithstanding any excuse, you personally appear at our Circuit Court, in and for said district, sitting in chancery, to be held at the town of Jackson, on the first Monday of June next, to answer to a bill of complaint, exhibited against you, by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, under the name and firm of A. and J. Dennistown & Co., complainants, in our said Court, and further, to do and receive, what our said Court shall consider in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the [SEAL.] first Monday in November, A. D., one thousand eight hundred and fifty, and in the 75th year of the Independence of the United States.

Issued, the 18th day of April, A. D., 1851.

The defendants are required to enter their appearance in this suit, in the Clerk's office, on or before the day to which this writ is returnable, otherwise the bill may be taken pro confesso.

W. H. BROWN,
Clerk.

To the Marshal of the southern district of Mississippi, to execute and return.

(Marshal's Return.)

Executed on David Hunt, the 23d April, 1857, by leaving a copy at his residence with his wife, and on Robert Oakman, same day, by posting up a copy in his residence, there being no free white person present, to represent him. Executed same day on James Payne, in person, and on Edgar Wood, by leaving a copy at his residence, with James Payne, a free white person over the age of fifteen.

FEILDING DAVIS,
Marshal of the Southern District of Mississippi.

Agreement filed, May 13th, 1851.

A. & J. DENNISTOWN & Co.,
vs.
JAMES PAYNE, ET. AL.

On application of defendants, Payne, Hunt, Wood, and Oakman, it is ordered, that the time within which they are required to file their answers herein, is extended to the first Monday in September next.

Enter the above order,

H. T. ELLETT,
for Complainants.
J. R. COLEMAN,
for Defendants.

Copy of Notice to James Payne.

A. & J. DENNISTOWN & Co.,
vs.
JAMES PAYNE.

Please take notice, that at the next May term of the United States Circuit Court at Jackson, we shall apply for receiver to take into possession 113 negro slaves, named and described in the above entitled bill, on file in said Court.

A. & J. DENNISTOWN & CO.,
by H. S. EUSTIS & H. T. ELLETT,
Attornies of Record in said Cause.

April 15th, 1851.

(Marshal's Return.)

Executed, the 23d April, 1851.

FEILDING DAVIS,
Marshal of the Southern District of Mississippi.

Affidavit of Payne, filed May 13th, 1851.

UNITED STATES OF AMERICA, Southern District of Mississippi. } United States Circuit Court. May Term, A. D., 1851.

No. 232 A. & J. DENNISTOWN & Co., *vs.* Chy JAMES PAYNE, ET AL. } On motion for appointment of Receiver.

The said defendant, James Payne, in response, to the motion for the appointment of a receiver in the cause, states upon oath:

That it is true, that he executed the deed of trust, which is filed as an exhibit to complainants' bill; and it is also true, that judgment was rendered against him in the Circuit Court of the county of Jefferson, at its May term, 1845, and in this Court, on the law-side thereof, at its May term, 1847, for the amounts in said bill stated. It is also true, that said H. S. Eustis, as trustee, has made sales of property, embraced in said deed of trust, and has also received the income of portions of said property, while the same was in his possession. It is not true, however, as is alleged in said bill, that there is due in the Jefferson Circuit Court judgment, the sum of $\$22.104\frac{44}{100}$, on the judgment rendered in this Court, the sum of $\$37,860\frac{38}{100}$, with interest on said judgments, from April 2d, 1849, on the contrary, this affiant avers, that the Jefferson Court judgment is wholly satisfied and extinguished, and that not one dollar is due upon it, or was due upon it, on the 2d day of April, 1849, up to which time the complainants appear, in their said bill to have made a calculation of interest upon it.

This affiant also avers, that, not only does he not owe the said complainants anything, upon their judgment recovered in this Court, but, that upon a fair, just and equitable settlement, of the accounts between them, the said complainants owed to and are very largely in his debt, all which, this affiant expects to be able to demonstrate, when he shall file his answer herein, which, for the following reasons it is not in his power to do at this time:

This affiant was in New Orleans, for a few days, early in the month of March last, just as he was leaving the city for home, a writ was served upon him, at the suit of said complainants upon the balance, which they then claimed to be due, and owing them by him, and which they estimated at some forty odd thousand dollars. This affiant being satisfied at that time, as he still is, that he did not owe said complainants one cent, immediately employed counsel to defend said suit, the determination of which, he supposed, would be conclusive, and a complete and final adjudication of all the matters in controversy between them, in as much, as the judgments of the Jefferson county and of this Court, are brought into the account, on which said suit is based, and the balance claimed by them is the entire and full amount which they allege themselves to be entitled to from this affiant, upon a final statement and settlement of all the transactions between them, from the time of the making of said deed of trust, down to the institution of said suit, in New Orleans, immediately upon his return home, this affiant put together and forwarded to his counsel in New Orleans, to use in his defence to said suit all his papers relating to the transactions between him and the Dennistowns, including their letters, agreements, accounts current, and other accounts, and acknowledgments of credits, to which affiant was from time to time entitled; all of said documents are now in New Orleans, either in the possessions of defiant's counsel there, or on file in said suit, which is still pending, and this affiant cannot now get possession of them; without said papers, it is impossible for him to present or prepare a full answer to this bill, and he states, not only as his own belief, but upon the advice and the opinion of counsel, to whom said papers have been exhibited, and by whom they have been examined, that they furnish conclusive and irresistible evidence, that the said complainants have been overpaid by this affiant, and that they have no legal or equitable claim against him, to the amount of one dollar.

The said documents are extremely voluminous, so much so, that this affiant believes that a transcript of them would fill between two and three hundred pages. This affiant cannot but believe that this proceeding was instituted and hurried on by complainants, with the full knowledge on their part, that all his means of defence had been sent to New Orleans, where he could not have access to them; and for the express purpose of thereby gaining an advantage over him, and obtaining a decree against him, for money, which they must and do know, he is not, either legally or morally, indebted to them.

This affiant, in this connection would also state, that the said complainants, in stating in their said bill the amount of credits to which they admit affiant to be entitled, have done it in a way which, while it evinces great closeness and caution on their part, certainly furnishes no indication of any desire to have a full, open and fair settlement—without naming a single sum of money, a date, or the source, from which any payment was received, they simply admit, that defendant is entitled to *some* credits, and that after giving these credits, he still owes complainants certain balances.

In view of the fact of the before mentioned evidences, which are absolutely necessary to enable this affiant to prepare his full defence to said bill, are not now accessible to him, and that it is in consequence of proceedings on the part of complainants against him in another State, for precisely the same causes of action involved in this suit, that affiant has been compelled to part with their custody, he asks that the time for filing his answer herein may be extended as far as shall be consistent with the rules of the Court.

This affiant further states, that the judgment rendered against him at the May term, 1847, of this Court, was rendered for a much larger amount than he then owed complainants in said notes, that said notes were entitled to credits, the evidences of which affiant then had in his possession, and which are now in New Orleans as aforesaid; that he did not make any defence to said suit, but suffered judgment to be rendered against him by default, for the reason that he has agreed with said complainants, that they might take judgment against him, to be held by them as an additional security for any balance there might be due by him to them, and with the understanding, that he was to be required to pay no more than upon a fair settlement should be ascertained to be due by him.

This settlement has never been made, for the reason mainly, that W. C. Mylne, the partner of said firm, with whom the great bulk of this affiant's negotiations with said firm was transacted, and who was in consequence familiar with them, has removed from New Orleans to Liverpool, and this affiant and the other partners, residing in New Orleans, have never been able to agree upon the basis, on which said settlement should be made.

This affiant further states, that even admitting that the said judgment was rendered against him correctly, which he only does arguendo, it has all been paid off since its rendition; he states that the complainants, since said judgment was obtained, have received as nearly as this affiant can now, in the absence of his vouchers as aforesaid, recollect, the following amounts, which should have been credited in said judgment:

Between $52,000 and $55,000, being the proceeds of sale of the Bluff Place and some 83 slaves, made by H. S. Eustis, trustee under said deed of trust, in November, 1848, or thereabouts.

The proceeds of 100 bales of cotton, delivered to complainants, on account of this affiant, by John G. Nully, about the month of January, 1848, worth, at least $3,000.

The proceeds of 100 bales of cotton, delivered on same account, by said Nully, about the month of January, 1849, worth, say $25,000.

The proceeds of 100 bales of cotton, delivered by same, on same account, about January, 1851, worth, say $5,000.

The sum of about $3,500, received by complainants, on account of affiant, from the estate of Elias Bass, in the winter of either 1848 or 1849.

The proceeds of about 550 bales of cotton, being the crops of the years 1847 and 1848, raised on the Bluff Place before its sale, and by Eustis, the trustee, shipped to complainants, worth, say $16,500.

The foregoing amounts and dates have been given by this affiant entirely from recollection, as he has no accounts or memoranda in his possession, for the reasons herein before stated, from which to refresh his memory; while, therefore, he does not offer them as being entirely accurate, and while he asks to be allowed to correct any errors he may have made in them in his answer, he states it as his belief, that when he shall have the means of making an accurate calculation, the credits to which he will be found to be entitled will exceed rather than fall short of the foregoing amount.

This affiant further states, that on last Thursday night he received from his counsel a letter, enclosing an abstract of complainants' bill, and urging him to repair without a moment's delay to this place, to attend to it. This letter and abstract contained the first information which this affiant had received of the contents of said bill and the character of interrogatories, he was thereby required to answer. These interrogatories, to enable him to answer them accurately, would require time, and also inquiries of the different persons who had been his overseers since the year 1840. This affiant never kept a register of his slaves, nor any account of their births or deaths, and having during a portion of the time owned between 400 and 500 slaves, it is impossible for him, from his memory alone, to answer said interrogatories with certainty, he has had no opportunity of refreshing his memory by consultation with members of his family, or with any of his former overseers, as immediately upon his receipt of the aforesaid letter from his counsel, he made his hurried arrangements and started off to this place. His answers, then, must be taken with the foregoing qualification, and any errors which he may hereafter discover, he claims the privilege of correcting.

It is untrue, as alleged by complainants, that the 113 negro slaves, named in said bill, remain unsold under said deed of trust.

This affiant states, that to the best of his present recollection, the following slaves, named in said list, were sold with the Bluff Place by H. S. Eustis, the trustee, to wit:

Clem, Joe, Isaac, William, Augus, Albert, Jacob, Feilding, Little John, Little George, Little Peter, Bill, Jefferson, Moses, Archibald, Patty, Rumsey, Adeline, Mary, Sarah Ann, Young John, Henry, Little Henry, William, Henry, William, Joe, (blacksmith,) Jefferson Albert, Little John.

And it may be that some others, whose names even this affiant cannot now recollect, were also sold with said place.

This affiant further states, that he is unable to recollect what has become of the following named negroes, for the reason that he cannot recollect the negroes themselves. He states, however, that not one of them is in his possession, nor does he know where they or any of them are, to wit:

Monroe, Ellett, Laura, Finny, Charlotte, Hannah, Maria, Nancy, Nancy Ann, Catherine, Mary Ann, Mary, Becky, Fanny, Matilda, Caroline, Sarah, Polly, Margaret, Francis, Sally, Elizabeth, Little Jane, Sarah Ann, Little Mary, John, Little Jane, Susan, New Frank, Joe, Tom, Kitty, Pompey.

He thinks it likely that many of said negroes are dead, and that upon inquiry, he will be enabled to find such to be the facts. He believes further, that some negroes were named and inserted in said deed of trust that never belonged to this affiant, and that he never heard of. He did not even know the names of all these negroes, and the list furnished to the draftsman of said deed of trust was taken from a statement made by an overseer of this affiant, who was a very dissipated man, and who affiant thinks gave names very much at random. Affiant was at that time busily engaged in commercial transactions, and left his planting interest very much under the control of his overseers, who knew much more about the negroes than he did, and upon whose statements he was forced to rely.

Affiant further states, that to the best of his present recollection, the following negroes have died since the making of said deed of trust of those named therein, to wit:

Mack, George, July, Little Bill, Alfred, Levi, Tom, Little George, Wilson, Emily, Louisa, Adam, Osborne, Robin, John, Allen, Violet, Vilet, Casey, Ann, Shelton, Sally, Young Frank, Emily, Thad, Ailsey.

Affiant states, that the following negroes of those named in said deed of trust, were purchased by this affiant of Ingrain, of Virginia, that when the purchase money became due, this affiant was unable to pay it, and said Ingrain demanded and took back said negroes, to wit:

John Thomas, Little Polly, Esther.

Affiant further states, that the following named negroes were sold under a mortgage, executed by him to Miss Sarah Calvit, of the county of Hinds, and at the sale purchased by her. This affiant cannot state that they are the same negroes embraced in said deed of trust, though the names correspond. If they are the same negroes, they were properly sold under said mortgage, as the lien thereof was paramount to that of said deed of trust, to wit:

Ann, Catharine, Dick, Nelly, Sally, Nancy, Benton, Abram.

This affiant states, that the following named negroes were purchased by affiant, from the estate of Pleasant Elain, deceased, that said estate had an administrator's lien upon them for the purchase money, and that this affiant, not being able to pay for them, surrendered them to Chales *Miz*, the administrator of said estate, to wit:

Henson, Alfred, Easther, Edmund.

This affiant admits, that in the year 1844, or 1845, he sold to Edgar Wood, negroes Tony and Booker. He does not believe that said Wood had any knowledge that said negroes were in any way incumbered, and affiant felt that there was no impropriety in his making said sale, for the reason that he had put other negroes, not included in said deed of trust upon the Bluff Place, and which were sold by said trustee, and which were worth at least as much as said Toney and Booker.

Affiant further states, that in 1841 he sold the negro Elizabeth to Stephen B. Williams, in consequence of her conduct becoming so bad that affiant could not keep her, said negro, he believing, is now with said Williams, who has removed to Missouri. He considers, however, that her value has been made up by other negroes, furnished by affiant and sold under the deed of trust, which were not embraced in said deed.

Affiant further states, that negroes Cato and Sam were sent by him to New Orleans in 1847, and there sold for the purpose of raising money to enable this affiant to pay the expenses of the Bluff and other places, all of affiant's cotton having been attached by the said H. S. Eustis, in behalf of said complainants and others, and he being thereby deprived of the means of meeting said expense.

This affiant states, that Titus, who is alleged in said bill to be in possession of David Hunt, was by this defendant purchased from Francis Stone, of Kentucky, that, not being able to pay for him, he surrendered him to Stone in 1840 or 1841, by whom he was taken to Kentucky, where, if alive, he presumes said negro now is.

This affiant states, that the title to the negro Aaron is now in controversy in the Chancery Court, in this State, said negro was bought by affiant in 1839 of one Madden, one David Barrow claiming to have a mortgage on said negro, had a chancery attachment levied upon him, and this affiant was compelled to give bond to have said negro forthcoming, to abide the event of said suit. That suit is now bending in the High Court of Errors and Appeals, of this State, whether it has been taken by writ of error. Till it is decided said negro cannot legally be sold under said deed of trust.

Affiant, for the reasons he has before stated, is wholly unable to answer, as to the increase of said negroes, and when he does, he will be compelled to do so, wholly upon information derived from others. He believes, however, that the increase has been very little, and that the deaths have largely exceeded the births.

This defiant reiterates in conclusion, that he is satisfied, not only that he is not indebted to the amount of one dollar to the said complainants, but that when he is able to produce his vouchers, he will have it in his power to demonstrate the truth of his assertion, to the entire conviction of the Court.

He denies that he has the possession of any of the negroes named in said complainants' bill, or that he has the slightest intention of removing or secreting any of them.

JAMES PAYNE.

Sworn to and subscribed in open Court,
May 12th, 1851.

W. H. BROWN,
Clerk.

Motion filed April 18th, 1851.

Motion by complainants, for the appointment of a receiver, to take into possession such of the 113 negroes described in the bill in this case, and their increase, as were in the possession of defendant, James Payne, at the time of the filing of the bill herein.

Agreement of Counsel, filed May 13th, 1851.

Let the motion for the appointment of a receiver in this case, be continued.

H. T. ELLET,
for Compl'ts.
JOHN R. COLEMAN,
for Defendants.

Order.

232 A. & J. DENNISTOWN & Co., *vs.* JAMES PAYNE, ET. AL. } In Chancery.

Motion of the appointment of receiver, continued as per agreement filed, and on motion of defendants, Payne, Hunt, Wood and Oakman, time extended for filing answers until first Monday of September next. Agreement filed.

And afterwards, to wit: on the 23d day of June, A. D., 1851, the following writ of alias subpœna, issued out of the Clerk's Office of the Court aforesaid, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern District of Mississippi. } *ss.*

The President of the United States, to James Payne, Robert Oakman, David Hunt, Edgar Wood, and Horatio S. Eustis.

For certain causes offered before us in our Circuit Court for the southern district of Mississippi, sitting in chancery: We command you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at our Circuit Court, in and for said district, sitting in chancery, to be held at the town of Jackson on the first Monday of August next, to answer to a bill of complaint exhibited against you by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood, and William Cross, (under the name and firm of A. and J. Dennistown & Co.,) complainants, in our said Court. And further, to do and receive what said Court shall consider in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in May, A. D., one thousand eight hundred and fifty-one, and in the 75th year of the Independence of the United States.

[SEAL.]

Issued, the 23d day of May, 1851.

The defendant is required to enter his appearance in this suit in the Clerk's Office, on or before the day to which this writ is returnable, otherwise the bill may be taken pro confesso.

To the Marshal of the Southern District of Mississippi, to execute and return.

W. H. BROWN,
Clerk.
per A. M. BROWN,
D. C.

(Marshal's Return.)

Executed on Horatio S. Eustis, the 30th June, 1851.

FEILDING DAVIS,
Marshal.
by S. B. NEWMAN,
Deputy Marshal.

Answer of James Payne, filed September 1st, 1851.

The separate answer of James Payne to the bill of complaint, filed against him and others, in the United States Circuit Court at Jackson, Mississippi, by A. and J. Dennistown & Co.

The respondent saving and reserving, &c., admits that the deed of trust and judgments set forth by complainants are correctly stated, admits that said trustee Eustis has made sales of property named in said deed and the proceeds thereof amounts to $55,000 or thereabouts, as is shown by the Exhibit 1, filed as a part of this answer, he denies that any part of said judgment obtained in this Court is unpaid, and avers that on a fair accounting between him and complainants, the same will be shewn to be paid. That the said judgment was rendered for a much larger amount than was due to said complainants, under an agreement between him and said complainants, that said judgment should only stand as surety for what might actually be due on a settlement to be made between them, which settlement has not yet been made, mainly because W. C. Mylne, the member of said firm, with whom defendant chiefly transacted his business, has permanently left the country. And defendant claims the benefit of such a showing to be made on any account that may be ordered herein.

Defendant further states, that said judgment is justly entitled to the following credits, to wit:

Amount received by Eustis, trustee, increase and proceeds of sale of about 83 negroes, under said deed of trust, $55,000.

Proceeds of 100 bales of cotton, delivered to complainants on account of defendant, by John G. Neely about January, 1848, $3,000.

Proceeds of 100 bales of cotton, delivered to same, by same, and on same account, about January, 1849, $2,500.

Proceeds of 100 bales of cotton, delivered to same, by same, and on same account, $3,000; January, 1850.

Proceeds of 100 bales of cotton, delivered to same, by same, and on same account, $5,000; about January, 1851.

Amount paid, by estate of Elias Bass, to complainants in the winter of 1848 or 1849, per account respondent, $3,500.

Proceeds of about 550 bales of cotton, crops of 1847 and 1848, raised on the Bluff Place, before sale under said deed of trust, and shipped by said trustee to complainants, $16,500, which sums he believes to be correctly stated, and claims, to have them allowed as credits as above stated, or as he may prove them.

To the first special interrogatory, he states, that to the best of his knowledge and belief, there are not 113 of the negroes named in said deed of trust, still unsold, but said trustee of the same about 83, as is shewn by Exhibit 1 herewith, leaving only unsold, without allowing any for deaths. He is unable to state with perfect accuracy the names, and ages, and increase of the same, as he kept no register thereof, and during part of the time owned between 4 and 500 negroes, and was engaged in commercial transactions, leaving his planting affairs to his overseers, two of whom are dead, the rest who had charge of said slaves are absent or in parts unknown to respondent.

He states his belief, that the following named of said slaves, to wit: Clem, Joe, Isaac, William, Augus, Albert, Jacob, Feilding, Little John, Little George, Little Peter, Bill, Jefferson, Moses, Archibald, Patty, Rumsey, Adeline, Mary, Sarah Ann, Young John, Tommy, Little Henry, William, Henry, William, Joe, (blacksmith,) Jefferson, Albert, Little John, and possibly some others, were sold by said Eustis, as trustee.

Of the following he has no knowledge or recollection, either of the persons or their names, none of them are in his possession, nor has he any knowledge where they are, to wit: Monroe, Elliott, Laurie, Finney, Charlotte, Hannah, Maria, Nancy, Nancy Ann, Catharine, Mary Ann, Mary, Becky, Fanny, Matilda, Caroline, Sarah, Polly, Margaret, Francis, Sally, Elizabeth, Little Jane, Sarah Ann, Little Mary, John, Little Jane, Susan, New Frank, Joe, Tom, Kitty and Pompey. Respondent believes, on examination, that some of the names in said deed are of negroes that never belonged to him, and probably that may be the case with those last named. The list furnished the draftsman of the deed, was taken from the statement of the overseer, who was a dissipated man, and who, respondent believes, furnished many of said names at random. Respondent was so deeply engaged in other business, that he was compelled to depend on his overseers, as he did not know the names or persons of many of his slaves.

Respondent believes that the following of said slaves have died since the execution of said deed of trust, to wit: Mack, George, July, Little Bill, Alfred, Levi, Tom, Little George, Wilson, Emily, Louisa, Adam, Osborne, Robin, John, Allen, Violet, Vilet, Carey Ann, Shelton, Sally, Young Frank, Emily, Shad and Ailsey.

The following of said slaves were purchased of Mr. Ingrain, of Virginia, and respondent being unable to pay the purchase money, returned them to him on his demand, who removed them to Virginia, to wit: John, Thomas, Little Polly and Esther. The following of said slaves were sold under a mortgage (decree) in favor of Miss Sarah Calvit, of Hinds county, and at the sale purchased by her. He does not know whether they are the same negroes named in the said deed of trust, but if so, they were properly sold under the mortgage, which was a prior lien to said deed, to wit: Ann, Catharine, Dick, Nelly, Sally, Nancy, Button, and Abram. The following of said slaves were purchased by respondent of the estate of Pleasant Elam, and respondent not being able to pay for them, returned them to Charles West, the administrator, who held the statutory lien on them.

Respondent admits that in 1844 or 1845 he sold to Edgar Wood the slaves Tony and Booker, that said Wood had no knowledge of any incumbrance on them, and respondent subsequently put other slaves in their place on said Bluff Place, of as great value, which were sold by said trustee Eustis. The negro Elizabeth respondent sold to Stephen B. Williams, in consequence of extremely bad conduct he believes, she is now removed, and that her value has been more than supplied by other slaves, placed by him on said Bluff Place and not included in said deed of trust, but sold by said trustee. The slaves Cato and Sam were sold under respondent's orders in New Orleans in 1847, to raise the means to pay the expenses of the Bluff Place and other plantations of respondent, in as much as all respondent's cotton crop had been attached by complainants and others, and there was no other means of meeting said expenses.

The negro Titus was bought by the defendant of Francis Stone, of Kentucky, in 1839, and not being able to pay for him, he remanded him to said Stone in 1840, and he believes he is now in that State. The negro Aaron is now the subject of a chancery suit in this State, respondent bought him of one Madden, and he is claimed in said suit by Daniel Barrow; respondent has given bond for his appearance in that suit, and until it is decided, does not consider him liable to sale under said deed of trust. He cannot answer more fully as to the situation of said slaves, their deaths, their increase, except by referring to the answers of his co-defendants, Oakman and Wood, which he adopts as his own.

Respondent cannot yet obtain the Exhibit No. 1, *been* referred to in time to file it with his answer, and begs leave to make it an exhibit and part hereof as soon as he can procure it. All the rest and residue of said special interrogatories are substantially answered by the above statements; the respondent has no further knowledge on the subject and cannot make his answer more specific, and having fully answered he prays, &c.

JAMES PAYNE,
S. S. BOYD,
J. R. COLEMAN,
Sol's. for Defendants.

UNITED STATES OF AMERICA,
Southern District of Mississippi,
Adams County.

Personally appeared before me, William P. Mellin, the undersigned Commissioner of the United States, for said district appointed by the Circuit Court of the United States on the 27th day of August, A. D., 1851, the above named James Payne, whose signature above was made in my presence, and being duly sworn, saith that the facts in the above answer mentioned, which are stated as of his own knowledge are true, and that those mentioned as from the information of others he believes to be true.

In testimony whereof I have hereunto set my hand and seal, this 26th day of August, A. D., 1851.

WM. P. MELLIN, [SEAL.]
Commissioner.

Answer of E. G. Wood, filed September 1st, 1851.

UNITED STATES OF AMERICA,
Southern District of Mississippi. } Circuit Court U. S.

The answer of Edgar G. Wood, to the bill of complaint, exhibited against him and others in the Circuit Court of the United States for the Southern District of Mississippi, by A. & J. Dennistown & Co.

This defendant now and at all times hereafter, saving, &c., for answer to the interrogatory addressed to him in said bill, answering saith.

In the year 1843 he purchased from his co-defendant, James Payne, *three* negroes named Tony and Booker, but whether they are the same negroes referred to in complainant's bill, this defendant has no knowledge. He kept and worked said negroes upon his plantation in Warren county, until the month of December, when he sold the same to Alvarez Fisk, by whom they were removed to Louisiana.

Further answering this defendant states, that neither at or prior to the sale of said negroes to said Fisk, had he any knowledge or notice that they or either of them were in any wise subject to the deed of trust in said bill mentioned, nor did he ever own or sell Young John.

He considers said negroes to be worth as follows, to wit: Toney, $800; Booker, $800.

And having fully answered, this defendant prays to be hence dismissed with his costs, &c. E. G. WOOD.

JNO. B. COLEMAN,
Sol. of Defendant.

UNITED STATES OF AMERICA,
Southern District of Mississippi,
Adams County.

Personally appeared before Wm. P. Mellin, the undersigned Commissioner of the United States for said district, appointed by the Circuit Court of the United States for said district, the above named Edgar G. Wood, whose signature was made to the above answer in my presence, on the 27th day of August, A. D., 1851, and being then and there duly sworn, saith that the facts in the foregoing answer stated as of his own knowledge are true, and those stated from the information of others he believes to be true.

In testimony whereof I have hereunto set my hand and seal this 27th day of August, A. D., 1851.

WM. P. MELLIN, [SEAL.]
U. S. Commissioner for Southern District of Mississippi.

Answer of Robert Oakman, filed September 1st, 1851.

UNITED STATES OF AMERICA,
Southern District of Mississippi. } Circuit Court U. S.

The answer of Robert Oakman to the bill of complaint exhibited against him and others in the Circuit Court of the United States, in and for the Southern District of Mississippi, by A. and J. Dennistown & Co.

This defendant now and at all times hereafter, saving, &c., for answer to the Interrogatory addressed to him in said bill, answering saith:

That this defendant is the overseer of Edgar G. Wood upon the plantation in Jefferson county, known as the "Wilkins' Place." That on said place and under his control as overseer as aforesaid, are one old negro named Bazil, and two negroes, father and son, named Abram, that Bazil is, he supposes, about 60 years of age or thereabouts, and he does not consider him worth more than $200; Abram, the father, is aged, he supposes, about 30 years, and considers him worth about $700; Abram, the son, is about two years old, and is worth about $100.

The foregoing are the only negroes, named Bazil and Abram, in the possession or under the control of this defendant, and beyond the possession and control exercised by him over them as overseer as aforesaid, he has no interest in them.

Said negroes were upon said plantation when the defendant commenced working for Edgar G. Wood, which was in the month of January, A. D., 1849, at which time they came into his possession as overseer, whether said negroes or either of them are the negroes referred to in complainant's bill, this defendant has no knowledge.

Having fully answered, he prays to be hence dismissed with his costs, &c. ROBERT OAKMAN.

JNO. B. COLEMAN,
Sol. for Defendant.

UNITED STATES OF AMERICA,
Southern District of Mississippi,
Adams County.

Personally before William P. Mellin, Commissioner of the United States for said district, appointed by the Circuit Court of the United States for said district, appeared the above named Robert Oakman, whose signature was made to the above answer in my presence, and being duly sworn, made oath on this the 27th day of August, A. D., 1851, that the facts in the above answer as stated upon his own knowledge are true, and that those made upon the information of others he believes to be true.

In testimony whereof I have hereunto set my hand and seal this 27th day of August, A. D., 1851.

WM. P. MELLIN, [SEAL.]
U. S. Commissioner for Southern District of Mississippi.

Exceptions to Payne's Answer filed April 12th, 1852.

A. & J. DENNISTOWN & CO.,
vs.
JAMES PAYNE, ET AL.
In Chancery. Circuit Court U. S.

The complainants except to the answer of defendant, James Payne, and say that the same is evasive and insufficient, and does not answer the charges, allegations, and interrogatories of the bill, and for causes of exception state the following:

First. The said answer refers to an Exhibit No. 1, to be filed as part, (see first and last but one pages of the answer,) and complainants say that said answer is evasive and insufficient in not producing and filing the said Exhibit No. 1, a reasonable period for that purpose having elapsed.

Second. Said defendant makes no answer to the 5th special interrogatory.

Third. Said defendant hath not answered the 3d interrogatory.

Fourthiy. Said defendant hath not answered the 2d interrogatory.

And because said answer is evasive and insufficient complainants pray that the same may be taken from the files and disregarded, and the bill taken for confessed, unless said Payne will put in a perfect answer, or for such other order as may be right in the premises.

A. BURWELL,
for Complainants.

May Rules, 1852. Set for hearing by complainants on exceptions to Payne's answer.

And afterwards, to wit: on the 7th day of May, A. D., 1852, the following order was entered on the minutes of said Court in the words and figures, to wit:

Order.

A. & J. DENNISTOWN & Co.,
vs. } In Chancery.
JAMES PAYNE, ET. AL.

Ordered by the Court, that the exceptions to the answer of James Payne be referred to Wm. H. Brown, Master in Chancery of this Court and cause remanded to rules.

"Report of Master in Chancery—filed August 30th, 1852."

UNITED STATES OF AMERICA, } Circuit Court, U. S.
Southern District of Mississippi. } In Chancery.

A. & J. DENNISTOWN & Co.,
No. 232. *vs.*
JAMES PAYNE, ET. AL.

In pursuance of an order of this Honorable Court made in the above stated cause at the May Term, A. D., 1852, by which it is referred to the undersigned Master in Chancery to report upon the exceptions to the answer of James Payne, whether the answer be sufficient in the parts excepted to for insufficiency or not.

The Master begs leave respectfully to report, that he has examined the said bill, answer and exceptions, and having heard the parties, by their solicitors, upon the matters so referred, and duly considered their arguments, he is of the opinion that the exceptions are well taken, and sustains the same.

W. H. BROWN,
Master in Chancery, C. C. U. S.

(Exceptions to Master's Report.)

A. & J. DENNISTOWN & Co., *vs.* JAMES PAYNE, ET. AL.	Circuit Court, United States, Southern District of Mississippi. In Chancery.

Exceptions taken by James Payne, one of the defendants in the above named cause, to the report of William H. Brown, Master, &c., to whom said cause was referred on exceptions taken to the answer of this defendant.

Defendant except to said report is erroneous and insufficient in these particulars, to wit:

1. The Commissioner erred in sustaining said first exception.
2. And erred in sustaining said second exception.
3. And erred in sustaining said third exception.
4. And erred in sustaining said fourth exception.

Wherefore, he prays that said exceptions be unheard before the Court and disallowed.

S. S. BOYD
and JNO. B. COLEMAN,
Solicitors for Defendant.

May 6, 1852.

"Motion filed November 4th, 1852."

Motion to confirm the report of Wm. H. Brown, Master, &c., on Exceptions to the Answer.

EUSTIS, ELLETT & BURWELL,
for Motion.

BOYD & COLEMAN,
(Contra.)

And afterwards, to wit: at the November term of the Court aforesaid, to wit: on the 4th day of November, A. D., 1852, the following order was entered on the minutes of said Court, in the words and figures, to wit:

Order.

Motion to confirm Master's report on Exceptions to answer of James Payne, argued and submitted.

And afterwards, to wit: at the November term of the Court aforesaid, to wit: on the 5th day of November, A. D., 1852, the following order was entered on the minutes of said Court, in the words and figures, to wit:

A. & J. DENNISTOWN & Co., *vs.* JAMES PAYNE, ET. AL.	In Chancery.

On motion to confirm the report of Wm. H. Brown, Master, &c., herein, to which exceptions were filed.

It is ordered that said report be confirmed as to the first and third exception to the answer, and overruled as to the third and fourth exception, and that defendant, Payne, do file a full and perfect answer as to the matters of said first and third exception within thirty days. It is further ordered, that defendant, Payne, pay the costs of said reference, and that the Master be allowed the sum of fifty dollars as a compensation for said report.

And afterwards, to wit: at the November term of the Court aforesaid, to wit: on the 6th day of November, A. D., 1852, the following order was entered on the minutes of said Court, in the words and figures, to wit:

Order.

A. & J. DENNISTOWN & Co.,
vs. } In Chancery.
JAMES PAYNE, ET. AL.

On motion, it is ordered by the Court, that complainants have leave to file an amended and supplemental bill at March rules, 1853.

Amended Answer of James Payne, filed December 6th, 1852.

UNITED STATES OF AMERICA, } United States Circuit Court.
Southern District of Mississippi. } To Dec. Rules, A. D., 1852.

JAMES PAYNE, ET. AL.,
232 *vs.*
A. & J. DENNISTOWN & Co.,

The amended answer of the defendant James Payne, made in pursuance of the order of this Honorable Court at its November Term, A. D., 1852, to the bill of complaint exhibited against him and others in said Court, by Alexander Dennistown and others, partners in trade under the firm of A. and J. Dennistown & Co.

The said defendant, James Payne, in amendment of the original answer by him heretofore filed in this cause, and in addition thereto further answering, saith:

He files herewith marked Exhibit No. 1 the paper referred to by him in his said original answer and made a part thereof, being the only one he has been able to procure.

For answer to the third special interrogatory in the bill of said complainants, he saith, that to the best of his knowledge, information and belief, "Young John" never was in the possession of Edgar G. Wood, either upon his plantation in Warren county or elsewhere, that he never was sold by said Wood to Alvarez Fisk, or by either said Wood or said Fisk removed out of the possession of said Wood, or out of said State. He believes and charges that "Young John" was one of the negroes sold by Horatio S. Eustis, under said deed of trust, as alleged by respondent in his original answer, he considers said negro to have been worth at the time of said sale, about the sum of $700. His present value he has no means of ascertaining, and cannot therefore state it.

The negroes "Toney" and "Booker" were at one time in the possession of Edgar G. Wood on his plantation in the county of Warren, and this respondent has been informed and believes, that they were sold by said Wood to said Alvarez Fisk in the month of December, A. D., 1849, and that immediately upon said sale they were removed by said Fisk to the State of Louisiana. He has no knowledge where said negroes now are. This respondent has been informed, and upon that information he believes and states, that neither at or prior to the sale of said negroes to Fisk, or of their removal by Fisk to the State of Louisiana, had the said Wood any notice or knowledge that said negroes or either of them were or was subject to said deed of trust. He considers that said negroes are each worth the sum of eight hundred dollars, or thereabouts.

This respondent asks leave to supply a clerical omission in his original answer.

In said answer he says, the following negroes were purchased by him of the estate of Pleasant Elam & Co., and by an unintentional oversight, the names of said negroes were not inserted; their names are as follows: Henson, Alfred, Esther and Edmund.

This respondent having now fully answered prays to be hence dismissed with his costs, &c.

JAMES PAYNE.

S. S. BOYD & J. B. COLEMAN,
Solicitors of Defendant.

Affidavit.

UNITED STATES OF AMERICA, }
Southern District of Mississippi. }

This day personally appeared before the undersigned, one of the Commissioners of the Circuit Court of the United States, in and for the Southern District of Mississippi, the within named defendant, James Payne, and made oath that the foregoing answer is true in substance and in fact, to the best of his knowledge, recollection and belief.

JAMES PAYNE.

Sworn to and subscribed before me, }
this 29th day of Nov., A. D., 1852. }

WM. P. MELLIN,
U. S. Commissioner for the Southern District of Mississippi.

Exhibit No. 1.

Lot No. 1.

Hector,
Amy, his wife,
Jeff, their child.

Lot No. 2.

Peter,
Eliza, his wife,
Dick,
Edmund,
Catharine, } children.
John, single man.

Lot No. 3.

Jeff,
Mary Ann, his wife,
Virginia,
Lucy,
Matilda, } children.

Lot No. 4.

Little Clem,
Reachel, his wife,
Ann,
Spencer, } children.
Henry,
Leanor, his wife,
Adeline,
Frances,
Wellington,
Frank, } children.
Marshall, single man.

Lot No. 5.

Washington,
Melinda,
Bell,
Julia Ann,
Davy,
Alfred, } children.
Solomon and his wife,
Hagar,
Mose, their child,
Delia and Arch, idiots.

Lot No. 6.

Britton,
Patsy, his wife.

Lot No. 7.

Emanuel,
Betsey, his wife,
Charlotte,
Ike,
Jerry,
John, } children.

Lot No. 8.

Jake,
Sally, his wife,
James,
Eliza Jane, (Sally's sister,)
Little Frank,(Sally's brother.)

Lot No. 9.

Berry,
Winney, his wife.

Lot No. 10.

Archy,
Emeline, his wife.

Lot No 11.

Edom,
Jane, his wife,
Henry,
George, } children.
Mary Emeline.

Lot No. 12.

Nelson,
Betty, his wife,
Samuel,
Becky,
Aleck,
Bob, an idiot.

Lot No. 13.

Nelly,
Sarah,
Mint,
Clem, } children.

Lot No. 14.

Big Clem,
Harriet, his wife,
Mary, his mother,

Tom Foster, her husband.
Albert,
August, } children.

Lot No. 15.

Big Joe,
Celia,
Emily,
Little Tom, } children.

Lot No. 16.—Single Men.

Jefferson,
Bill, the wagoner,
Bill Calvit,
Little Joe.

Lot No. 17.

Hester and her daughter,
Mary Ann.

Copy of Letter.

NATCHEZ, Nov. 13th, 1852.

MR. BOYD:

I enclose a list, which I believe that of the negroes delivered to me with the Bluff Place, and sold by me as trustee. I have one somewhere, made out by Mr. Mines, Payne's overseer, at the time of the delivery, but I have not been able to lay my hands on it. I think the enclosed is the one corresponding with the sale. When I return, I will find the date of the sale, and you can get the list and compare it from the advertisement.

Yours,
H. S. EUSTIS.

(Endorsement on back of letter.)

To James Payne, Esq.:

I send the enclosed list and letter received since I wrote.

Yours, S. S. BOYD.

14th November, 1852.

Amended and Supplemental Bill.

To the Honorable, the Judges of the Circuit Court of the United States, sitting in Chancery, in and for the Southern District of Mississippi:

The amended and supplemental bill of Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, survivors, &c., who are aliens doing business under the name and firm of A. & J. Dennistown & Co., in the city of New Orleans, in the State of Louisiana, against James Payne, Robert Oakman, and Edgar G. Wood, of Jefferson county, in the State of Mississippi, and Horatio S. Eustis, of Adams county, all of said defendants being citizens of the State of Mississippi, in the said Southern District.

Your orators, by way of amendment to the said original bill aver and state that many of the negro slaves mentioned in the said deed of trust are on one or more of the plantations known as the "Wilkins

Place," "Elam Place," "New Place," "Miskell Place," and "Home Place," and the increase of said slaves, conveyed in said deed, is also on some one or more of said plantations.

Your orators further aver and charge, that the said Payne is the owner of the above plantations, and a large number of slaves thereon, and stock and other things usually found on cotton plantations. Your orators are wholly unable to obtain any information which will enable them to state the names of the negroes on said plantations, and to describe the property in any other way, than as certain plantations known by the names above stated, with the slaves thereon, and other property usually found on plantations.

Your orators believe, and so aver and charge, that said Payne is the owner of, and now deriving and enjoying the proceeds of the labor of over five hundred slaves, and that said Payne is able to pay many times over the large debt now due them, and stated in the original bill. Yet your orators complain and show to your Honors, that writs of fi. fa. issued on the said judgment have been returned by the Sheriff of Jefferson and the Marshal of this Court, that the said defendant, Payne, hath no goods or chattels, lands or tenements, to satisfy said writs or any part thereof.

Your orators aver and charge, that said Payne, notwithstanding said returns, has goods and chattels, lands and tenements, more than sufficient to pay and satisfy the said debts. Your orators state and charge, that said Payne, at and before and ever since the rendition of said judgment, lived in an expensive manner, unsurpassed by the style of few of the wealthiest citizens of this State, and each year controlled and enjoyed the crops raised on the above plantations, and same were shipped to commission merchants in New Orleans, and the proceeds paid over to the order and use of said Payne. Your orators aver and charge, that this style of living and course of dealing continues to this time. Your orators have been informed, believe and so aver, that to avoid, defraud and delay his creditors, and especially your orators, the said Payne has caused to be conveyed, by a false and pretended deed, the plantation known as the "Wilkins Place," and the slaves and other property thereon, to the defendant, Edgar G. Wood. The said Wood paid nothing therefor, and the said place and other property is, in fact, the property of said Payne, and on the said place are some of the slaves conveyed by the deed of trust stated in the original bill.

Your orators are advised, believe, and so charge, that they are entitled to subject the said "Wilkins Place" and slaves, &c., thereon, to the payment of their said judgment, and the slaves thereon conveyed by the said deed of trust, to sale by the trustee. Your orators further state, aver and charge, that said Payne is the owner of the other plantations above named, in control thereof, and using and enjoying the large crops raised annually thereon. Your orators state that said Wood is a brother-in-law of said Payne, and as to said "Wilkins Place" is the mere agent of said Payne, to enable him to hold on to and enjoy said property, and keep off the creditors of said Payne, especially your orators; and your orators state, that in order to a full understanding of the conduct and dealing of said parties as to said property, it is necessary and proper that said Wood and Payne should disclose and set forth specially and particularly, the time and manner of the said Wood acquiring his pretended interest in said property, the covenants, deeds and agreements in relation thereto, the time and manner of any payment for said property, to whom the crops were shipped from said place, and how the proceeds were applied.

Your orators aver and state, that they have made such efforts as are in their power, to obtain the names and description of the negro slaves, and other property on said plantation, but as the object of said Payne is now and for many years past hath been, to delay and defraud your orators, and prevent a levy and sale of property, the said Payne in possession and control of said property has been able wholly to frustrate all such efforts on the part of your orators. Your orators have therefore been unable to furnish any list or description to the Sheriff and Marshal, of property to be levied on, and are now unable to furnish such list and description. Your orators are advised and so charge, that said Payne and said Wood ought to answer and state specially and particularly, whether they (or one of them) are not in the possession and control of over five hundred slaves, and if not of that number, of how many, and on which of the said plantations the said slaves are now, and to give a list and description of each of said slaves so as to identify the same, and to state and set forth all the property on said plantations, and who has the legal title thereto; and to set forth and describe the lands embraced in each of the said plantations, and how the same, with the slaves, &c., thereon are situated as to the title and all deeds, covenants, and agreements, of said parties or any other in relation thereto, and all payments therefor, if any, to whom made, when, where, in what manner, and from what source the funds were derived; and set forth and show the annual crops raised thereon, to whom said crops were and are shipped, and how the proceeds were paid or how applied.

Your orators aver and charge, that the slaves and other property on the said places, are the same slaves owned by said Payne in 1840, or the increase thereof, either by birth or by purchase with the proceeds thereof, and pray that the defendants may set forth and show specially and in detail, the names and description of the property owned by said Payne in 1840, and what has become of the same and every part thereof, and how the proceeds thereof have been applied and used, and how the proceeds thereof are now applied and used, and show whence the said Payne has derived money and other means, if not from said estate, to support the expensive style in which he is living and has been, and to pay the large sums of money yearly expended by him, and that said defendants state the names of the commission merchants to whom said crops are shipped and have been shipped.

Your orators have been informed, believe and charge, that said Payne pretends to be agent for said plantations, and under the cover and pretense of such agency, holds the said plantations, and uses and enjoys the proceeds thereof, and interposes such pretense, that he is agent, to prevent the levy of said executions Your orators are unable to state the amount of annual crops raised on the several plantations aforesaid, but the same, as they are informed and charge, is very large, and would soon pay and discharge the debt due your orators, if applied thereto.

Your orators further represent and state, that the plantation known as the Wilkins' Place was sold by *procurement* and fraud of said James Payne, and the legal title vested nominally in said Edgar G. Wood. This pretended sale took place some time in the year and as your orators are informed and charge, the said sale was brought about for the purpose of setting up a pretended legal title, and thus keeping off the claims of creditors of said Payne, and especially your orators. Your orators state, and aver the facts to be, that there was no legal debt due by said James Payne at the time of said false and fraudulent sale, and that, to carry out the scheme of fraud then contrived, the said James Payne agreed to pay to the pretended creditor a small sum of money, about $ on the agreement and understanding that the deed of trust under which said sale was made should be used to purchase in the whole estate; the debt nominally due and second in said deed being some forty to fifty thousand dollars. Your orators aver and charge, that a sale was made of the estate, and a bid for the property to about the latter of above sums, when in fact it had been agreed and understood that said Payne was to pay only a small sum—not much, if any, more than one-fourth the amount bid at said sale. The said Wood was declared the purchaser, but under the pretense that he had purchased for the wife of said Payne, while in truth he was a nominal party to the transaction, and paid no part of his bid. Your orators aver and state, that said sale was made by F. B. Ernest, the trustee, at Natchez; that no part of the sum bid was in fact paid to the trustee; and your orators pray that said Wood may set forth what amounts have been paid for said property—when, where and to whom, and whence the money was derived. Your orators are advised and charge, that the wife of said Payne had no separate estate, was engaged in no business, *was engaged in no business*, by which she could have accumulated money, and the said Wood was not in a condition to make, and did not in fact make, a present or advance to her of the sum paid to the said creditors on the purchase of the Wilkins Place, but the same was advanced and paid by James Payne.

Your orators are advised, that Payne, the wife of said James, is a proper and necessary party to this bill, and they therefore pray that she may be made party, and answer the original bill, and all supplements and amendments thereto.

Your orators further state and charge, that said Payne is the real owner of the plantation and slaves, &c., known as the "Calvit Place," and has the said plantation, &c., protected from levy of executions at law by certain pretenses of title in one Sarah Calvit, of Hinds county. Your orators state, that said Payne being indebted to a comparatively small amount to said Sarah Calvit, and designing and intending to defraud his creditors, procure a bill, to be filed in the Vice-Chancery Court at Natchez; that the attorney of said Payne (L. Saunders, Esq.,) prepared the papers in the suit, and conducted the same to a conclusion. Your orators state, that under a decree rendered in said Court in the year the said "Calvit Place" and 110 negroes and other property were sold, and said Sarah Calvit was returned and reported to the Court as the purchaser, while in truth the whole proceeding was colourable and a mere pretense to hinder, defraud and delay creditors. Your orators state, that said Payne paid, or agreed to pay, the fees and commissions of said Saunders, and retained him in said suit; that said Sarah Calvit did not employ, or pay, or agree to pay, said Saunders, but at the suggestion and under the direction of said Payne, and his attorneys and agents, the debt due said Calvit was used, and the process of the Courts abused, to interpose the pretext of title to said estate in said Sarah Calvit, and protect same from execution and demand of Payne's creditors. Your orators state, that said Sarah Calvit lives near Clinton, Miss., and has never visited or seen the said place and negroes since the date of her pretended purchase; the crops raised thereon have never been shipped by her, or subject to her control; but on the contrary, the said Payne has ever since, as well as before said pretended sale, controlled the property and crops, and used the same as his own, while in fact they are and always have been.

Your orators are advised that it is necessary and proper to make said Sarah Calvit party defendant to this bill, which they pray may be done, and that said Sarah Calvit may answer and state whether there was not an agreement or understanding with said Payne about the sale of said property, and what it was, and what are the names of the commission merchants to whom the crops raised on said place have been shipped each year since said sale, and what amount of debt, if any, is now due by said Payne to her, and what agreement, if any, exists in regard thereto, and what disposition has been made of said crops and by whom, and that said Sarah Calvit answer all the allegations of the original bill and of this amendment, and show and set forth what amount the said James Payne has paid to her since the said decree, and what amount, if any, is now due to her, and all agreements and covenants, deeds and writings, in relation to said property and said debts between her and said Payne or any others.

Your orators further aver and state, that when they filed their original bill they had information on which they relied, that certain of the slaves were in the possession of David Hunt, and accordingly they made him party. Your orators have been informed by said Hunt that he is not in possession of said slaves, and have ordered their bill to be dismissed as to him, and they now charge and aver, that the said slaves, named Joe, (a blacksmith,) and Titus, are on some one of the plantations above named in the possession of said Payne, or some one of the defendants. under false and fraudulent pretenses of title; that any title acquired was so obtained long after the execution of your orators' deed of trust and with notice thereof.

Your orators further state, that the slaves, Bazil and Abram, and his son Abram, mentioned in the answer of Robert Oakman, are the same described in your orators' deed of trust.

Your orators further aver and charge, that said Edgar Wood obtained the slaves Toney and Booker, and one other whose name is not given in the answer of said Wood heretofore filed, (being three in number, as stated in said answer,) from said Payne, in the county of Jefferson, and subject to the lien in favor of your orators; that said Wood got the said slaves into his possession in the year 1843, and sold them to A. Fisk, in the county of Warren, in the year 1849, in the month of December, with notice in both instances of the lien of your orators' deed of trust. Your orators state, that it is absolutely necessary that said Payne and said Wood should disclose and set forth all their dealings and transactions in regard to the said trust property, and whether said Wood has not gotten into his possession other slaves mentioned in your orators' deed, and which of them, and on what consideration, and what has become of them, and where they now are.

Your orators aver and charge, that said Payne, since the execution of said deed of trust set forth in their original bill, has removed some of the negroes conveyed thereby, and disposed of them in other States, and has sold them to persons who did remove them with full knowledge of their intentions; by which removal and the concealment of the other negroes named in said deed, and by the accumulation of interest, the property conveyed in said deed is an inadequate security for the debt due your orators, and after selling all the specified property named in the deed, there will remain a large balance in said debts, and on the two judgments aforesaid. Your orators are advised that they are entitled to subject any property or rights of said Payne to the payment of said debts, and after exhausting their specific lien aforesaid, to resort to the general assetts of said Payne for payment of their debts and judgments aforesaid.

Your orators are not informed by what pretext of title in others the said Payne is enabled to keep and hold the plantations known as the "Miskill Place," "New Place," and "Home Place," and to receive the rents, profits and crops of said estates to his own use. Your orators charge and aver, that said Payne is in possession of said plantations, and from the three last named and the two others receives annually a crop of cotton, not less than fifteen hundred bales, and probably now much more, which crops said Payne annually ships to New Orleans and elsewhere for sale, and receives the money therefor, and your orators pray that said Payne may set forth and show the annual crops of said plantations, to whom shipped, and by whom sold, and the annual values thereof, in said statement, setting forth and shewing the crops of each of said places, separately, from the date of the judgment in favor of your orators up to this time. Your orators state and aver, that since said judgment, said Payne has shipped, removed and sold cotton enough to pay said judgment many times over.

Your orators state that the Marshal and Sheriff have, notwithstanding these facts, returned the said writs *nulla bona.* It being impossible for your orators to notify them of each lot of cotton ready for removal, so as to levy on the same and to give bond of indemnity, and your orators state and aver, that it is wholly impracticable to reach the said crops by execution, and they are advised, that it is necessary to appoint a receiver to take charge and management of the said plantations in order to secure the said crops, and apply them to pay your orators.

Your orators further aver and state, that on the said plantation there were at the several times above mentioned, and now are, cattle, mules, horses, utensils, corn, and a variety of other articles of which it is impossible for your orators to give a list so as to levy thereon, they having no access to said plantations or right to go on them for the purpose of making such inquiries, as will enable them to furnish such list. Your orators aver and charge, that the said stock, &c., if exposed to sale, would pay a large sum of money towards your orator's debts, they charge and aver that said stock was on said places at the dates of the pretended purchases by said Calvit and Wood, and were not sold or pretended to be, and that the same were used with the land and negroes to make crops of cotton, corn, &c., and your orators pray that said defendants may set forth and show what mules, horses, corn, utensils, &c., on each of said plantations were employed, in making such crop since the date of said pretended sales, who furnished them, how paid for, and by whom, and whence the funds were derived. Your orators aver and charge, that all of said property belongs to said Payne, and was purchased by him or put in as stock to be used in making crops on said plantations and with said slaves, the title to these last being pretendedly in some of the other defendants as before stated.

Your orators pray that the said Sarah Calvit, who is a citizen of the State of Mississippi, and Payne, the wife of said James Payne, who is also a citizen of Mississippi, may be made defendants to this bill and to the original bill, and answer all the allegations thereof, and that a receiver may be appointed with full and ample power to take possession of all the said estates and receive the rents, issues and profits thereof, and that so much of the property conveyed in the said deed of trust as can be found may be delivered to the said trustee to be sold, and that all fraudulent deeds, contracts and agreements between any of defendants, may be cancelled and declared null and void, and the property so received by the receiver, and the rents and profits and crops thereof may be subjected to the payment of the just debts, due to your orators as aforesaid, and applied under the order and decree of this Court to such payment, and that so much of the property as may be necessary, may be sold to pay off the debts due your orators; or if mistaken in the relief prayed for, then may it please your honors to grant such other further and general relief, as to equity may belong, and may be right and proper in the premises.

May it please your honors to grant the writ of Subpœna directed, &c., commanding, &c., and your orators will ever pray, &c.

A. BURWELL & H. S. EUSTIS,
Sol's for Compl'ts.

And afterwards, to wit: on the 18th day of March, A. D., 1853, the following writ of subpœna issued out of the Clerk's Office of the Court aforesaid, in the words and figures, to wit:

Subpœna.

UNITED STATES OF AMERICA,
Southern District of Mississippi. } *ss.*

The President of the United States, to James Payne, Robert Oakman, Edgar Wood, Sarah Calvit and Jane Payne, wife of said James Payne, greeting:

For certain causes offered before us, in our Circuit Court for the Southern District of Mississippi, sitting in chancery, we command you, that laying all other matter aside and notwithstanding any excuse, you personally appear at our Circuit Court, in and for said District, sitting in chancery, to be held at the town of Jackson on the first Monday of May next, to answer to a bill of complaint, exhibited against you by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, survivors, &c., who are doing business under the name and firm of A. & J. Dennistown & Co., complainants in our said Court; and further, to do and receive what our said Court shall consider in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in November, A. D., one thousand eight hundred and fifty-two, and in the 77th year of the Independence of the United States.

[SEAL.]

Issued, the 18th day of March, 1853.

The defendants are required to enter their appearance in this suit, in the Clerk's Office on or before the day to which this writ is returnable, otherwise the bill may be taken *pro confesso*.

To the Marshal of the Southern District of Mississippi to execute and return.

W. H. BROWN,
Clerk.

(Marshal's Deputation.)

I nominate and appoint Stephen S. Formas my special deputy, to execute and return this process.

Witness my hand and seal, this 21st March, 1853.

FEILDING DAVIS, [SEAL.]
Marshal of Southern District of Mississippi.

(Marshal's Return.)

Executed upon James Payne, Jane Payne and Robert Oakman, 25th March, 1853; on Edgar Wood, 7th of April, 1853.

FEILDING DAVIS,
Marshal.
by STEPHEN S. FORMAS,
Special Deputy of Southern District of Mississippi.

Not executed on Sarah Calvit, May 2d, 1853.

R. FLETCHER,
Deputy Marshal.

Answer of James Payne and wife, filed May 2d, 1853.

232 A. & J. DENNISTOWN & CO.,
vs.
JAMES PAYNE, ET. AL.

UNITED STATES OF AMERICA, Southern District of Mississippi. } Circuit Court of the U. S. May Term, A. D., 1853.

The answer of James Payne and Jane C. Payne, his wife, to the amended and supplemental bill of complaints, exhibited against them and others in this honorable Court by A. and J. Dennistown & Co.

The said defendants, saving, &c., for answer to so much and such parts of said bill, as they are advised to be material, say:

Respondent, James Payne, according to the best of his knowledge and belief, denies that any of the slaves mentioned in said deed of trust, filed as exhibit A to the original bill herein, or the increase of said slaves since the execution of said deed of trust, and upon either or any of the said plantations, known as the Wilkins, Elam, New, Miskell and Home plantations, except in so far as in the answer to said original bill, and hereinafter may be admitted. He denies that he is the owner of any one of said plantations, or of any of the slaves or other property therein, or that he has any interest whatever in either of said plantations or said slaves, or other property, except in so far as he may be said, as the husband of the said Jane C., to her interest in the Home Place and certain slaves therein, which are, as hereinafter shown, the separated property of the said Jane C. Payne. He denies that he is now the owner of, or enjoys the proceeds of the labor of over five hundred slaves, or of any less number, or that he is able to pay the amounts claimed of him by said complainants. He admits that executions upon said judgment have been returned no property, and avers that said returns are true, a circumstance which he requests fully as much as the said complainants can. He denies that he has property more than sufficient to pay said claims, and avers that he has or owns no property whatever. He denies that at, before or since the rendition of said judgment, he has lived in a style surpassed by few of wealthiest citizens of the State, or controlled or enjoyed the crops raised on said plantations, or that the proceeds have been paid over to his order or use, or that said imaginary style of living or course of dealing continues to this time. During the time aforesaid he has resided, and still resides upon, the Home Place, which is the sole and separate property of his wife, the said Jane C. It is utterly and wantonly untrue, as alleged by complainants, that to defraud his creditors, and especially complainants, or with any other object, he has caused to be conveyed, by a false and pretended deed or otherwise, to his co-defendant, Edgar G. Wood, or to any one else, the Wilkins Place, or the slaves or other property therein. It is equally untrue that said place or other property is, in fact, the property of this respondent, or so far as he knows or kliens that any of the slaves named in said deed of trust in form of complainants are upon said place. He admits that said E. G. Wood is his brother-in-law, but denies that as to the said Wilkins Place, or any other place or property, the said Wood is his agent. He denies that he is, either directly or indirectly, in any shape or way, interested in said property. Everything connected with the sale of said property, and the purchase thereof by the said Wood, is stated and set forth in the answer of said Wood to said supplemental and amended bill. This respondent believes and charges that said answer is true in substance and in detail, and he adopts the same, and makes it a part of this answer. He denies that his object now is, or ever has been, to defraud complainants or any one else; and he denies that he is in possession or control of the same. He answers that he is not in possession or control of over 500 slaves, or of any slaves whatever, except those belonging to his wife, as hereinafter stated.

He again reports that he has no right, title or claim to, or any interest in, the said Wilkins, Elam, Now or Miskell plantations, or in any of the property therein. He cannot, therefore, be expected, nor is it in his power, to state and set forth property on said plantations—neither is he able to set forth and describe the lands embraced in each of said plantations, and how the slaves and other property thereon are situated as to title, nor the deeds, covenants and agreements that may exist in relation thereto; nor the payment, therefore, to whom made, when, where, in what manner or form, what source the funds may have been derived, nor the crops raised thereon, nor to whom they have been shipped, nor how the proceeds thereof have been applied. In all these matters this respondent has no interest whatever. As to the title to said plantations, he believes them to be owned as follows, to wit:

The Wilkins Place is owned by Edgar G. Wood, the Elam Place by Mrs. Maria L. Elam, the Miskell Place by Mrs. Sarah Calvit, and the New Place by Mrs. Catherine Gibson, wife of Dr. W. J. Gibson, none of the title papers to said places are in respondent's possession, but he presumes they are all duly recorded in the proper office, and are as accessible to complainants as they are to him, and if they desire it, they can doubtless, upon application, obtain certified copies of the same. Respondent admits that many of the slaves, and possibly other property owned by him in the year 1840, are upon said Wilkins, Elam, New, and Miskell places. It is utterly impossible for him to give the names and description of the property owned by him in 1840, or what has become of the same, or how the proceeds thereof have been applied or used, or are now applied or used. He submits, that complainants have no right to require such a showing from him, but even had they the right, he cannot make it, for the reason, that he does not recollect, and has no memoranda or data to enable him to furnish it. It is only in his power to state generally, that he was overwhelmed and ruined by the reverses and losses he sustained in the crash that commenced in 1837, and that after struggling as long as he had the slightest hope of being able to work through, he was eventually compelled to give up; all his property has been taken from him by forced sales under attachments, executions, decrees, mortgages and deeds of trust, much of it, he is satisfied, has been sacrificed; but he was without the means of preventing such sacrifices, and he ultimately became so disheartened, that in many instances he even neglected to see that the proceeds of these sales were properly credited upon the liability, to satisfy which they were made. The proceeds of said sales ought to have been so applied, and in most instances he presumes they were, he submits that complainants have no right to require him to show whence he has derived the means of supporting himself, or of paying the various sums of money he has annually expended, unless it was derived from property on which they held some lien or claim, which he denies.

It is not, however, in his power to furnish such a showing, whilst respondent was engaged in planting and had any crops to ship, the different commission merchants to whom these crops were shipped, were the complainants Fish & Stum, G. Banks & Co., Watt & Dr. Saulles, and Fillows & Co. Respondent denies that he pretends to be agent for said plantations, or uses or enjoys the proceeds thereof, or interposes such pretend to prevent the levy of said executions, he denies that the sale of said Wilkins Place was made by his procurement, or that there was any fraud or fraudulent interest on his part in reference to said sale, or that the legal title to said Wilkins Place was only nominately vested in said Wood; he denies that said sale was brought about for the purpose of setting up a pretended legal title, or for keeping off complainants or any of his creditors. It is untrue, that there was no legal debt due by respondent at the time of the sale under said deed of trust. The debt due by him of that time under said deed, amounted to some $40,000. It is also untrue, that this respondent ever agreed to pay to the cesturs que trust in said deed or to either of them, or to any one else, any sum of money whatever, upon the agreement or understanding that said deed of trust should be used to purchase in said State, or upon any other agreement or understanding. It is untrue, that said Wood was the purchaser, respondent again refers to the answer of his co-defendant Wood; avers that said answer contains the entire truth in reference to the sales and purchase of said Wilkins Place and slaves and other property, and adopts the same in all its parts, and makes it a part of his answer. Respondent denies that he is the real owner of the plantation and slaves known as the Calvit place, or that he has the said plantation and slaves and other property thereon protected from the levy of executions at law, by any pretense whatever, or that he has any interest whatever in said property, or any part thereof; he denies that he was indebted to Mrs. Sarah Calvit in a comparatively small amount of money, and avers that at the time of the rendition of the decree of foreclosure in her favor he owed her the full amount of said decree; he denies that he procured said bill to be filed, or that said suit was conducted by his attorney. Respondent was honestly indebted to Mrs. Calvit, and had always been treated by her with the greatest kindness and indulgence in reference to said debt, and he felt bound by every principle of honor and of gratitude, to protect her from loss as far as was in his power. Finding that the crops he was making, with the property mortgaged to her, were constantly seized and sold by his other creditors, and that he was shortly becoming unable ever to pay a portion of the interest upon his debt, he candidly advised her of his situation, and that she would have to protect herself. This is the only procurement he used; he denies that he employed or paid, or agreed to pay the fees of Col. Sanders, and he avers that said solicitors employed are paid by Mrs. Calvit; he denies that the Calvit Place was sold under a decree, as alleged in said bill; admits that on the 5th of July, A. D., 1848, a final decree was rendered in favor of Mrs. Calvit, against this respondent for $70,000 to $80,000, or thereabouts, and that under said decree the Miskell place, and the slaves and their increase, embraced in the mortgage from this respondent to Mrs. Calvit, were on the 21st, 22d, 23d and 24th day of August, A. D., 1848, publicly sold by Robert Cox, Esq., commissioner of the southern district Chancery Court, of the State of Mississippi, in which Court said final decree was rendered, and that at said sale Mrs. Calvit became the purchaser of said Miskell Place, and said slaves, at the price of $34,055; he avers that said sale and purchase, so far as he was concerned, was bona fide, and that since the same was made, he has had no right, title, claim, or interest in or to said property, or any portion of it; he denies that the debt due by him to Mrs. Calvit was used to interpose the pretent of title of said property, or to protect the same from his creditors; and he denies that since said sale he has used or controlled said property as his own, or that there is or was any agreement or understanding between him and Mrs. Calvit in regard to it. He disclaims all interest whatever in said property, or any portion of it, and refers to the answer of his co-defendant, Mrs. Calvit, when it shall come in for information, in regard to the other allegation touching said property; he states that he is still indebted to Mrs. Calvit in the balance due on said decree, after deducting $34,055 therefrom, and he further states that there is no agreement or understanding between him and her in relation to said balance; he has not a copy of said decree, and cannot therefore state the exact amount he still owes to Mrs. Calvit, but he is satisfied and avers that it exceeds $40,000, of which sum he has never been up to this time able to pay, nor any portion. He does not believe, and he therefore denies, that the negroes Joe, a blacksmith, and Titus, are on either of the plantations named in said bill or in the possession of any of his co-defendants, and he denies that either of them is in his possession. He has in his original answer stated all that he knows in regard to said two negroes; he denies that either of the slaves Abram, in defendant Oakman's possession, and included in said deed of trust, he cannot say positively whether Bazil is or is not, he is very old and worth nothing. If it should appear that he is subject to said deed, he doubts not that he will be promptly surrendered by his co-defendant, Wood. Unless said Bazil is one of the slaves named in said deed of trust, this defendant has no knowledge, nor does he believe that a single one of said slaves named in said deed of trust, or if the increase of any of the slaves named therein is in the possession of his co-defendant, Wood. Respondent again denies that he is in possession of either the Miskell or New Place, or that he receives annually therefrom 1500 bales of cotton or any less number, or that he ships the same, or receives the money therefor. Having no interest in said plantations, he knows not, and is therefore entirely unable to make the showing required of him in regard to the annual crops raised on said plantations, their value, dispositions, &c. For the same reason he is unable to furnish a list or statement of the cattle, mules, horses, utensils, corn, or other articles on said plantations; he has no claim or interest, great or small, in or to any of said property, and has no more right to the control thereof than have the said complainants; he knows not who furnished them, how or by whom they were paid for, or whence the funds were derived; he again and again denies, that all or any of said property belongs to him, or was purchased by him, or put in by him as stock to be used in making crops on said plantations, or that he has any claim whatever to the same.

Respondents, James Payne and Jane C. Payne, admit that they are in possession of the "Home Place," and they aver and charge, that said Home Place is the sole and separate estate and property of said respondent, Jane C.; they aver that it was devised to her, for her sole and separate use and benefit, by her father, Col. James G. Wood, deceased, who departed this life in the year 1845; and they also aver and charge, that all of the negro slaves upon said Home Place, (with the exception of Dick, Benton, Ann, Nancy and Nelly, who are hired from Mrs. Calvit,) and also the sole and separate property of said respondent, Jane C., given to her by said father, with the exception of an old negro woman named Esther. Said Home Place contains only one hundred and ten acres, and no cotton has been grown thereon until the year 1851. In that year respondent, Jane C., raised eighteen bales of cotton on said Home Place, which was sold by Frederick B. Ernest, and the proceeds received by her. In 1852, said respondent raised forty-two bales on said Home Place, which she shipped to Watt & Dr. Saulles, by whom the same were sold, and the proceeds received by her. The eighteen bales sold for about $650, and the forty-two bales for about $1,650. The negro slaves on said Home Place, which are the sole and separate property of respondent, Jane C. Payne, as aforesaid, are Alfred, Jim, Molly, Georgeanna, Emily, Jennie, Sallie, and five small children, between the ages of one and six years, to wit: William, George, Serence, Emily and Harriet, and four infants, Elizabeth, Caroline, Martha and Emily. These respondents deny that their co-defendant, Edgar G. Wood, purchased said Wilkins Place or any of the property charged in said amended and supplemental bill, either under the prentense that he purchased it for respondent, Jane C., or for her, or for her benefit, or upon any agreement or understanding with or for her. She has no interest whatever in said property, or in any portion of it, nor has she now, nor had she ever, any agreement or understanding with said Edgar G. Wood in relation to it. She has no knowledge in regard to the other allegations of the bill. Respondent, James Payne, denies each and every charge of fraud, collusion and combination which in said supplemental and amended bill is made against him.

And these defendants having fully answered, pray to be hence dismissed with their costs, &c.

JAMES PAYNE,
JANE C. PAYNE.

S. S. BOYD & J. B. COLEMAN,
Defendant's Solicitors.

UNITED STATES OF AMERICA, }
Southern District of Mississippi. }

Personally appeared before the undersigned, Commissioner of the Circuit Court of the United States, in and for the Southern District of Mississippi, the within named James Payne and Jane C. Payne, his wife, and made oath that the facts by them the severally stated in the foregoing answer, as of their own knowledge, are true, and that those by them stated, as upon information, they believe to be true.

Sworn and subscribed before me, this 26th day of April, A. D., 1853.

JAMES PAYNE,
JANE C. PAYNE.

EDWIN M. KELL,
Commissioner in Chancery.

Answer of Edgar G. Wood, filed May 2, 1853.

The separate answer of Edgar G. Wood to the amended and supplemental bill, filed against and others, by A. & J. Dennistown & Co., No. 232, on the docket of this Honorable Court.

Said defendant, saving and reserving, &c., for answer to so much of said bill, as he is advised it is material he should answer, says, that it is not true that said James Payne caused to be conveyed, by false and pretended deed, or in any other way, to him, the plantation known as the Wilkins place, and the slaves and other property thereon, or any part of the same. Nor is it true that said defendant paid nothing therefor, nor that said place and other property is the property of said Payne. Respondent does not know and cannot state whether any of the slaves named in the deed of trust to complainants are on said Wilkins Place or not; but if they are there, which he does not admit or believe, he avers they are not subject to sale under said deed of trust, as he will hereafter show. He states that he purchased said Wilkins Place and the slaves thereon, in number about eighty, being about thirty-five or forty effective hands, of Samuel S. Boyd and wife, who conveyed the same to him by deed, dated 12th December, A. D., 1848, and now of record in Jefferson county, that being the time of the purchase. The consideration of such purchase was the sum of forty-two thousand dollars, of which he paid to said Boyd eight thousand dollars in cash, and for the residue, say thirty-four thousand dollars, he gave to said Boyd his five promissory notes, each for six thousand, eight hundred dollars, bearing six per cent. interest from the date thereof respectively, and falling in five annual installments from said date. He has paid the first three of said notes, and one-half of the fourth of said notes, and the other one and a half are still held by said Boyd and wife, and he is informed and believes, and states the fact to be, that said Boyd purchased said Wilkins Place and slaves at a public trust sale, made by T. B. Ernest as trustee, on the fifth of August, A. D., 1848, which sale was made under a deed of trust, executed from said James Payne and wife on the 5th of June, A. D., 1839, to said Ernest, to secure a debt then due to said Boyd, and Ann B. and Navissa L. Wilkins, of about the sum of forty thousand dollars, upon which debt respondent is advised, and so charges. Said Payne had not made payment beyond the amount of interest due down to the time of said sale. He files herewith a description of said land and slaves as exhibit No. 1 to his answer, as contained in the deed of said Boyd and wife to him. He is also advised, and so charges, that said property at the said sale by said Ernest, did not sell for a sum sufficient to pay the debt then due under said deed of trust. Respondent admits that he is the brother-in-law of said Payne, but he positively denies that he is the agent of said Payne as to said Wilkins Place and slaves thereon; nor has said Payne any interest whatever, either as owner or otherwise, of any part of said property, but the same is, and has been ever since said purchase of said Boyd, the sole, separate and absolute estate of respondent.

As to the covenants, deeds and agreements in whatever to said property, respondent answers, there are none except what are contained in the deed from said Boyd to him, which is of record in said Jefferson county.

Respondent states, that part of the sum of eight thousand dollars, which he paid down to said Boyd, was raised by him in New Orleans by a sale of his draft on Hanod and Moody, which they negotiated in the market, and the remainder was cash of his own. The other payments before referred to which have been made by said respondent to said Boyd, have been previously met by the proceeds of the sales of the other crops raised by him in said Wilkins Place from year to year, since said purchase, and for sum small deficient on two of said payments from that source, he has resorted to his other means and funds, derived from the sale of cotton raised by him on his other plantation, and he positively denies, that any part of said funds or payments was received from said Payne and wife, or either of them, or from their property.

He is not in possession or control, so far as he knows or believes, of five hundred slaves or of any slaves whatever, to which complainants make any claim, except those referred to as being on the Wilkins Place, and as to them, he utterly denies the validity of said claim.

He cannot set forth the amount of the crops raised on the Wilkins Place since his said purchase, they have been shipped to Hanod and Moody and if necessary, he will procure and file with his answer a full statement. He states from memory, that they have raised from three to four hundred bales each year; respondent denies that said Payne ever acted as his agent for said Wilkins Place and slaves, or held the possession or control thereof, or used and enjoyed the proceeds thereof, or any part of the same, or interpose that or any other pretense to prevent the levy of execution thereon, said Payne has no interest whatever in said property, or the proceeds of it, nor has he or any other person had any such interest, except the respondent since his purchase of it.

He denies that the sale of said Wilkins Place was brought about by the procurement or fraud of said Payne, or by any agency or interference of his, but the same was purchased by respondent as above set forth, and at the time and for the sums herein before mentioned. The title was not merely nominately vested in respondent, but actually and *bona fide* and for full value, and he did not make said purchase to keep off the claims of Payne's creditors or any of them, whether the complainants or others, as informed, and as he believes and charges the truth to be, there was a large debt due from Payne to the beneficiences under the deed of trust to said Ernest at the time of said sale to said Boyd, and that the property so sold by him did not bring enough by several thousand dollars to pay the same, and the balance, as respondent is informed, and believes, has never yet been paid.

Respondent denies that he purchased said property at said trust sale by said Ernest; he was not in the counties of Jefferson or Adams, and knew nothing whatever about it till levy of it had been made, nor did he have any conversation with said Payne on the subject. He does not know of his own knowledge, but is informed and believes, that the said trust sale was made by the order and direction of the said beneficiaries in said deed of trust—that there was then a debt due to them under said deed of upwards of forty thousand dollars, and that there was no agreement or understanding between them and said Payne that he should buy them at a small sum, or any sum whatever, under an agreement or understanding that the said deed should be used to purchase in the whole of said estate. He does not know exactly what price was bid by said Boyd at said sale, but has been informed and believes, that it was about twenty-five thousand dollars—not exceeding thirty thousand dollars. He denies any knowledge or belief of any fraud in said sale, or any understanding between said Payne and any other person or persons, that he was to pay a small sum, or any sum, so as to retain or acquire any interest in said estate of the said sale. He denies that he was a party to said sale, or had any knowledge of it; admits that he paid no part of the bid, because he made no bid. He is advised and so states, that the whole amount of said bid made by said Boyd was paid, if not to said trustee, there to said beneficiaries under said deed, who were entitled to it, and the notes of said Payne received by said deed to that extent, have been satisfied, closed up, and cancelled.

He denies that he has made a present of said Wilkins Place and slaves, or any part thereof, to the wife of said Payne—nor has she any interest whatever in the same. Respondent denies that he had any notice of the lien or claim of complainants on the two slaves named in his former answer, Tony and Booker, either at the time he purchased them of Payne, in 1843, or when he sold them to A. Fisk, in 1849; but to said other slave, young John, he denies ever having or owning said slave.

Respondent states that the cattle, mules, horses, &c., &c., which were purchased by him wherewith to cultivate the said Wilkins Place, were bought by him at a trust sale of S. Laughman, trustee, for the creditors of said Payne, of which he files as exhibit No. 2 to his answer and list herewith, so far as the same now exist, they were on said place at the time of his purchase from said Boyd, but were covered by the deed of trust to Laughman, and so remained there till purchased by respondent. All the other stock, mules, utensils, so used in raising the crops on said place have been purchased by respondent with his own funds and for his own use, and neither said Payne nor any other person ever had, or since has, any interest therein.

Respondent denies all the fraud, collusion and combination, wherewith, by said supplemental and amended bill, he stands charged, and having fully answered, prays to be hence dismissed with his costs, &c.

S. S. Boyd, E. G. WOOD.
Sol. for Defendant.

United States of America,
Southern District of Mississippi. }

Personally appeared before the undersigned, Commissioner of the Circuit Court of the United States, in and for the Southern District of Mississippi, the above named Edgar G. Wood, and made oath that the facts stated in the foregoing answer, as of his own knowledge, are true, and that those stated upon information, he kliens to be true.

E. G. WOOD.

Sworn and subscribed before me, this 25th day of April, 1853.

R. W. WORTHINGTON,
Commissioner.

Exhibit No. 1 to answer of Edgar Wood, filed May 2d, 1853.

STATE OF MISSISSIPPI, }
Adams County. }

This indenture, made and entered into by and between Samuel S. Boyd and C. C. Boyd, his wife, of the county and State above written, of the first part, and Edgar G. Wood, of Warren county and State aforesaid, of the second part, Witnesseth, that the said Samuel S. Boyd and C. C. Boyd, his wife, parties of the first part, for and in consideration of the sum of forty-two thousand dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and do hereby bargain, sell and convey unto said Edgar G. Wood, party of the second part, his heirs and assigns, all that certain tract and plantation of land lying and being in the county of Jefferson and State of Mississippi, containing, by estimation, eight hundred acres, and bounded east by lands owned by *Abusi L. Gosen*, west and south by lands owned by James Payne, and north by lands owned by Gaines Donoho, which had a plantation of land, is commonly called the Wilkins Place, and adjoins the Miskell Place, together with all the rights, privileges and appurtenances thereunto belonging, and also the following named negro slaves, to wit: Rose, Suckey, Mary, Henry, Becky, Harry, Milly, Aron, infant, Jack, Stephen, Rachel, Tom, Minta, Betsey, Maria, Theodore, Henrietta, Jim, Nancy, Sol, Mary, Sury, John, Fanny, Henry, Mary, Ann, Margaret, Matilda, infant, Perry, Belton, William, Nancy, Manuel, Nany, John, Kitty, Darkey, Nancy, Jono, Bill, Abram, Martha or Sukey, Garrison, Isaac, Abram, Marcellus, Tom, Betsey, Agnes, Ellick B., Margaret, Hester, Eli, Stephen, Tom, Milly or Nelly, John, Charles, Sophia, Henry, Margaret, infant, Caroline, Abram or Jim, Sally, Jane, infant, Tena, Joe, Copper, Sutty, Wash, infant, John, Boots, Fanny, infant, Andrew, Franky, Fletcher, Mary, Jane and Roxana, being the same conveyed to said Samuel S. Boyd by Frederick B. Ernest as trustee by deed, bearing date 7th August, 1848, to which reference is hereby made to have and to hold said land and negro slaves to said Edgar G. Wood and his heirs and assigns forever, without, however, any warranty on the part of Samuel S. Boyd and C. C. Boyd, his wife, or either of them, save and except that the said parties of the first part have not, nor has either of them, done any act to prejudice or impair the title of said property so conveyed to them as aforesaid by the said Ernest, trustee.

In witness whereof the said parties of the first part have hereunto set their hands and affixed their seals, this 12th day of December, A. D., 1848.

SAM'L S. BOYD, [SEAL.]
C. C. BOYD, [SEAL.]

STATE OF MISSISSIPPI,
Adams County.

Before me, the undersigned, Clerk of the Probate Court of the county of Adams, State of Mississippi, personally come and appeared the above named Samuel S. Boyd and C. C. Boyd, his wife, and the said Samuel S. Boyd acknowledged that he signed, sealed and delivered the within and foregoing deed as his voluntary act and deed, on the day, month and year, and for the use and purpose therein mentioned; and the said C. C. Boyd, wife of the said Samuel S. Boyd, being by me privately examined, separate and apart from her said husband, acknowledged that freely and voluntary, and without any threat, fear or compulsion of her said husband, Samuel S. Boyd, she signed, sealed and delivered the within and foregoing deed, as her voluntary act and deed, on the day, month and year, and for the use and purpose therein named.

As witness my hand and seal of said Court, this 12th day of December, A. D., 1848.

RICH. A. JUGE,
Clerk.

STATE OF MISSISSIPPI,
Jefferson County.

I, Edwin McKey, Clerk of the Probate Court in and for said County, do hereby certify that the within and foregoing deed of conveyance was filed in my office for record on the 15th day of December, A. D., 1848, and that the same is now duly recorded in book 9 of deeds, &c., pages 95 and 96.

Given under my hand and seal of office, this 23d day of February, A. D., 1840.

EDWIN McKEY,
Clerk.
BY A. M. FORD,
D. C.

Exhibit No. 2 to Answer of Edgar G. Wood, filed May 2d, 1853.

There are now remaining of the horses, mules and cattle purchased by Edgar G. Wood at the sale made by Samuel Laughman, trustee, to wit:

Twenty head or thereabouts of horses and mules, one hundred and forty-five head of cattle or thereabouts.

And afterwards to wit: on the 5th day of May, A. D., 1853, the writ of subpœna issued out of the Clerk's Office of the Court aforesaid, in the words and figures following, to wit:

Subpœna.

UNITED STATES OF AMERICA,
Southern District of Mississippi. } *ss.*

The President of the United States, to James Payne and Jane Payne, his wife, Robert Oakman, Edgar Wood and Sarah Calvit, greeting:

For certain causes offered before us in our Circuit Court for the Southern District of Mississippi, sitting in chancery, we command you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at our Circuit Court, in and for said District, sitting in chancery, to be held at the town of Jackson, on the first Monday of June next, to answer to a bill of complaint exhibited against you by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, survivors, &c., doing business under the firm of A. and J. Dennistown & Co., complainants in our said Court, and further, to do and receive what our said Court shall consider in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in May, A. D., one thousand eight hundred and fifty-three, and in the 77th year of the Independence of the United States.

[SEAL.]

Issued, the 5th day of May, A. D., 1853.

The defendant, Sarah Calvit, is required to enter her appearance in this suit in the Clerk's Office, on or before the day to which this writ is returnable, otherwise the bill may be taken pro confesso.

To the Marshal of the Southern District of Mississippi, to execute and return.

W. H. BROWN,
Clerk.

(Marshal's Deputation.)

I nominate and appoint Miles Hardy my Special Deputy, to execute and return this process.

Witness my hand and seal, this 26th May, 1853.

FEILDING DAVIS,
Marshal for Southern District of Mississippi.

(Marshal's Return.)

Executed by leaving a copy of the within spa. at the residence of Mrs. Sarah Calvit, she being absent from home and no white person there to receive the same, May 23d, 1853.

FEILDING DAVIS,
Marshal.
MILES HARDY,
Special Deputy Marshal.

Answer of Sarah Calvit, filed June 29th, 1853.

232	A. & J. DENNISTOWN & CO., *vs.* JAMES PAYNE, ET AL.	In Circuit Court U. S. Southern District of Mississippi. In Chancery.

The separate answer of Sarah Calvit to the original and amended and supplemental bill of complaint in said cause.

This respondent, saving and reserving to herself all benefit and advantage of exception to the many errors and insufficiencies in the said original and amended bill contained for answer thereto or unto so much and such haste thereof, as she is advised it is material or necessary for her to answer unto answers, and says: that she knows nothing of her own knowledge of the matters and things stated and contained in said original and amended bill, except so far, as they relate to what is therein designated as the Calvit plantation and slaves, as to which she positively denies the allegation made in said amended bill, that the said James Payne is the real owner of the said plantation so known as the Calvit plantation and slaves, and that he has the said plantation so protected from the levy of execution at law, by certain pretences of title in this respondent, or that the said Payne, being indebted in comparatively a small amount to this respondent and designing and intending to defraud his creditors, procured a bill to be filed in the Vice Chancery Court at Natchez, and a decree obtained under the pretence of a debt due her, and the said Calvit Place and one hundred and ten slaves and other property sold, and your respondent returned and reported as the purchaser while in truth the whole proceedings was colorable and a mere pretence to defraud, hinder and delay creditors.

She also denies that the said Payne employed and paid, or agreed to pay the fees of L. Sanders, to provicate said suit for the foreclosure of said mortgage and the sale of said property, or that the debt due this respondent was used, and the process of the Court abused to interpose the pretence of title to said property in this respondent, and protect the same from execution and demand from said Payne's creditors.

She also denies the allegation in said bill that the said Payne has since the said sale controlled the said property and crops and used the same as his own, or that the said property or any part thereof is in fact the property of said James Payne.

Respondent further answering, states that there was no agreement or understanding between her and said James Payne whatever, about the sale of said property or the purchase of the same by her, but states the fact, in relation to all said allegations to be, that the said James Payne being bona fide indebted to this respondent in the sum of seventy or eighty thousand dollars, or thereabouts, and the sum being secured by a mortgage personally executed, embracing said property known as the Calvit plantation and slaves, this respondent by her agent, H. A. G. Roberts, employed Lewis Sanders, Jun., as solicitor, to file a bill and foreclose said mortgage and collect said debt by a sale of the property therein embraced, and said Sanders did accordingly file said bill, and on or about the 5th day of July, 1848, obtained a final decree in favor of this respondent against the said James Payne, for the sum of seventy or eighty thousand dollars, with a further decree directing the said plantation and slaves to be sold in satisfaction of said sum, unless the said James Payne should pay the said sum in a short period of time therein named, which the said Payne being unable and neglecting to do, the said property was duly and legally advertized and sold by the commissioner appointed for that purpose, the said sale occupying four days' time, to wit: the 21st, 22d, 23d & 24th days of August, 1848, at which sale respondent became the purchaser of said plantation, slaves, and other property, through her agent, H. A. G. Roberts, for the sum of thirty-four thousand and fifty-five dollars, she being the highest and best bidder for said property at said sum, and which said sum is as duly credited on the amount so found due her in said decree. Respondent insists that said sale was in all respects bona fide and legal, and that she thereby acquired a valid title to said property, and that a deed to the same was made to her by the commissioner at the time; that on the day of said sale, or a short time thereafter, she obtained possession of said property under and by virtue of said sale and conveyance, and has ever since retained and kept the entire control and possession of said property, to the execlusion of any demand of the said James Payne or any other person whomsoever.

Respondent further answering, says that after deducting the purchase price of said property from said decree, there still remained, and yet remains, due and unpaid by said James Payne about the sum of thirty-five or forty thousand dollars, and interest thereon; further answering, she admits that said James Payne has been on said plantation since said sale, and perhaps upon visiting the same, has given some directions in regard to the same; but any such act by the said Payne was in behalf of this respondent, and done as her agent, and without ever once claiming to act for or in behalf of himself, or to use or control said property for his benefit or advantage. Respondent further states, that since said sale she has from time to time used and enjoyed said plantation, slaves and other property as he own and has shipped the crops by herself, or through her agents appointed for that purpose, to various merchants, and has settled with them, and received the proceeds thereof from them; but at what particular time, to what different houses, and for what price these crops have been disposed of, she does not now remember, and she is advised it is not material or necessary for her to answer specifically, and she therefore demurs specially to this portion of complainants' said bill.

And respondent having now fully answered the said original and amended and supplemental bill, prays to be hence dismissed with her reasonable costs in this behalf most wrongfully expended.

ADAMS & DIXON,
Solicitors for defendant, Sarah Calvit.

UNITED STATES OF AMERICA,
Southern District of Mississippi.

Personally appeared before the undersigned, Commissioner for said District, Mrs. Sarah Calvit, who made oath that the matters set forth in the within answer of her own knowledge are true, and those derived from the information of others she believes to be true.

SARAH CALVIT.

Sworn to subscriber, this 28th day of June, 1853.

W. H. BROWN,
U. S. Commissioner.

And afterwards, to wit: at the January term of the Court aforesaid, to wit: on the 20th day of January, 1855, the following order was entered upon the minutes of said Court, in the words and figures, to wit:

A. & J. DENNISTOWN & CO.,
vs. } In Chancery.
JAMES PAYNE, ET AL.

Complainants, by their solicitors, suggest the death of James Payne, one of the defendants herein, and on motion, leave is given them to file a bill of revivor against Edgar G Wood, administrator of James Payne, deceased, and also against the heirs of said Payne.

And it is further ordered, on motion, that the complainants have leave to file a supplemental bill, making new parties, and that they have until the first of May, 1855, to file said amended bill.

Bill of Revivor and Supplemental Bill, filed May 10th, 1855.

To the Judges of the United States Circuit Court for the Southern District of Mississippi—In Chancery.

Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, who are doing business under the name and firm of A. & J. Dennistown & Co., in the city of New Orleans, in the State of Louisiana, bring this their bill of revivor against Edgar G. Wood, who is a citizen of the State of Mississippi, residing in Jefferson county, administrator of the estate of James Payne, deceased, and show to your Honor that these complainants, on the 5th day of May, 1851, filed their original bill of complaint in this Court against said James Payne and others for the several allegations whereof, and relief prayed, reference is hereby made, said original bill remaining on file in this Court. On the 7th of March, 1853, said complainants filed their amended and supplemental bill against the same defendant and others, to which, for particulars, complainants refer, the same remaining on file in this Court. To which said bills the said James Payne in his lifetime filed his answers and amended answers, to which complainants refer the same, remaining on file in this Court. Complainants aver that since the filing of said answers, the said James Payne departed this life, and said bills became abated as to him.

Complainants state that Edgar G. Wood, of Jefferson county, has been duly appointed by the Probate Court of Jefferson county, administrator of said James Payne, and has in his possession the assets and estate of said decedent. Complainants therefore pray that said Edgar G. Wood, administrator as aforesaid, may be made defendant to these bills, and that the same may be revived against him accordingly, and stand in the same plythe and condition as at the death of the said James Payne, and that complainants may have the same relief as prayed for in their said bill against the said Edgar G. Wood, as administrator as aforesaid, and that this cause may proceed to final decree, as though the death of said Payne had occurred, and that subpœna may issue directed and commanding, &c.

EUSTIS & BURWELL,
for Complainants.

And afterwards, to wit: on the 10th day of May, A. D., 1855, the following writ of subpœna issued out of the Clerk's Office of the Court aforesaid, in the words and figures, to wit:

United States of America, }
Southern District of Mississippi. } *ss.*

The President of the United States to Edgar G. Wood, administrator of the estate of James Payne, deceased, greeting:

For certain causes offered before us in our Circuit Court for the Southern District of Mississippi, sitting in chancery, we command you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at our Circuit Court, in and for said District, sitting in chancery, to be held at the town of Jackson, on the first Monday of August next, to answer to a bill of complaint exhibited against you by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, late under the firm of A. & J. Dennistown & Co., complainants in our said Court, and further, to do and receive what our said Court shall consider in this behalf. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in May, A. D., one thousand eight hundred and fifty-five, and in the 79th year of the Independence of the United States.

Issued, the 10th day of May, 1855.

The defendant is required to enter his appearance in this suit, in the Clerk's Office on or before the day to which this writ is returnable, otherwise the bill may be taken *pro confesso.*

To the Marshal of the Southern District of Mississippi to execute and return.

W. H. BROWN,
Clerk.

(Marshal's Deputation.)

I hereby nominate and appoint Robert F. McGinty my specia deputy, to execute and return this subpœna according to law.

Witness my hand and seal,
this 10th day of May, A. D., 1855.
RICH. GRIFFITH, [SEAL.]
U. S. Marshal.

(Marshal's Return.)

Executed this subpœna by delivering to Edgar Wood a true and correct copy of the same July 25th, 1855.

RICHARD GRIFFITH,
U. S. Marshal.
by Robert F. McGinty,
Special Deputy.

Answer of E. G. Wood, filed July 16th, 1855.

UNITED STATES OF AMERICA, } Circuit Court of the U. S.
Southern District of Mississippi. } In Chancery.

The answer of Edgar G. Wood, Administrator of James Payne, deceased, to the bill of revivor exhibited against him in the equity side of the Circuit Court of the United States for the Southern District of Mississippi, by Alexander Dennistown, John Dennistown, William Craig Mylne, William Wood and William Cross, doing business under the firm names of A. & J. Dennistown & Co.

This respondent saving, &c., for answer to said bill of revivor, answering, saith: He admits the filing by complainants of their original and supplemental and amended bills against James Payne and others, as alleged by them, filed then to his answer and amended answer.

He admits that since the filing of his said answers, the said James Payne has departed this life, and that said bills have abated as to him. He admits that he has been duly appointed by the Probate Court of the County of Jefferson, administrator of the estate of said James Payne, but he denies that he has any assets of said estate in his hands. He avers that the assets of said estate which came to his hands have been entirely exhausted in defraying the expenses of the administration, and have been insufficient for that purpose.

This respondent adopts as his own the answers heretofore filed in this cause by his intestated, the said James Payne, and having answered, &c., he prays, &c.

E. G. WOOD.

JOHN B. COLEMAN,
Sol. for Defendants.

UNITED STATES OF AMERICA, }
Southern District of Mississippi. }

Personally appeared before the undersigned commissioner to take affidavits and acknowledgments of bail for the Circuit Court of the United States, in and for the Southern District of Mississippi, the above named Edgar G. Wood, who is personally known to me, and made oath that the facts set forth in the foregoing anwers are true, in substance and in fact, to the best of his knowledge and belief.

E. G. WOOD.

Sworn to and subscribed before me, }
this 28th day of June, A. D., 1855. }

WM. P. MELLIN, [SEAL.]
U. S. Commissioner for Southern District of Mississippi.

Replication, filed May 4th, 1857.

A. & J. DENNISTOWN & CO., *vs.* JAMES PAYNE, ET AL.	In the Circuit Court of the U. S. for the Southern District. In Chancery.

The Replication of Complainants to the Answer of Defendant.

These repliants, saving and reserving and for replication, say that they will maintain and prove their bill to be true and sufficient in the law to be answered unto, and that the said answers of the said defendants are uncertain, untrue, and insufficient to be replied unto by this appliant without this, that any other matter or thing whatever in the said answers contained material or effectual in the law, to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true; all which matters and things these repliants will be ready to aver, maintain and prove, as the honorable Court shall direct, and pray as in and by the said bills they have already prayed, &c.

EUSTIS & BURWELL,
for Complainants.

No. 232.	A. & J. DENNISTOWN & CO., *vs.* JAMES PAYNE, ET. AL.	Set for hearing by complainants on Bill, Amended Bill, Supplemental Bill, Answer, Replication and Proof.

Agreement of Counsel, filed May 11th, 1857.

232	A. & J. DENNISTOWN & CO., *vs.* JAMES PAYNE, ET. AL.	In Chancery.

CIRCUIT COURT OF THE UNITED STATES,
Southern District of Mississippi.

We agree to continue the above case until next term, May 11th, 1857.

A. BURWELL,
Sol. for Compl'ts.

J. P. COLEMAN,
Solicitor for Defendants.

Order.

232 A. & J. Dennistown & Co., *vs.* James Payne, et al.
No. 10, Hearing Docket.
In Chancery.

Continued by Consent.

Proof of Defendant, statement of Coleman, filed November 6th, 1857.

232 A. & J. Dennistown & Co., *vs.* James Payne, et al.
Circuit Court of the U. S.
November Term, 1857.
In Chancery.

John B. Coleman, having been duly sworn, states upon oath that Bazil, the negro man mentioned in the answer of Robert Oakman, died some time in the fall of the year 1855.

JNO. B. COLEMAN.

This statement is admitted as evidence without affidavit.

A. BURWELL,
For Complainants.

Order.

A. & J. Dennistown & Co., *vs.* James Payne, et al.
In Chancery.
No. 6, Issue Docket.

Argued and Submitted.

(Final Decree.)

This cause coming on to be heard before the honorable Samuel J. Gholson, Judge, &c., on the Bill, amended and supplemental Bill, and Bill of Revivor, and Exhibits, and on the answers exhibited, and proofs, and having been argued by counsel, and now considered, and the Court being advised in the premises, doth order, adjudge and decree, that the defendant, Edgar G. Wood, do pay to the complainants the sum of two thousand nine hundred and thirty-six dollars, being the value of two negro men, Toney and Booker, and interest thereon to the date of this decree, at the rate of six per cent., and that said sum be paid with interest thereon, atthe rate of six per cent., from this date; for which execution may issue as at law.

And as to the other defendants it is ordered, adjudged and decreed, that the said Bill and amended Bill be dismissed, and it is adjudged

that the complainants are not entitled to any further or other relief, as to any matter therein, except as above stated. And it is further ordered, adjudged and decreed, that the defendant, Edgar G. Wood, do pay the costs of this suit to be taxed, except the costs of the supplemental and amended Bills, and the proceeding thereon, which costs it is ordered that the complainants pay, to be taxed, and execution to issue therefor.

Decreed this 11th November, 1857.

S. J. GHOLSON.

Appeal.

From which decree the complainants pray an appeal to the Supreme Court of the United States, which is granted upon their entering into bond in the penal sum of five hundred dollars, conditioned according to law.

Copy of Appeal Bond, approved and filed November 18th, 1859.

UNITED STATES OF AMERICA,
Southern District of Mississippi. } *sct.*

Know all men by these presents, that we, John Dennistown, William Wood, William Cross and Armstead Burwell, are held and firmly bound unto James Payne's administrator, Robert Oakman, David Hunt, Edgar Wood and Sarah Calvit, in the just and full sum of five hundred dollars lawful money of the United States, to be paid to the said James Payne's administrator, *et. al.* as aforesaid, their lawful attorney, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 17th day of November, A. D., one thousand eight hundred and fifty-nine.

The condition of this obligation is such, that whereas, at a term of the Circuit Court of the United States for the Southern District of Mississippi, commenced and held at the city of Jackson, on the first Monday of November, A. D., 1857, a decree was rendered by said Court in favor of the said John Dennistown, *et. al.*, summons against the said Edgar Wood (only) for the sum of ten thousand dollars and thirty-six dollars and costs of suit, and the said John Dennistown, William Wood and William Cross have prayed an appeal to the Supreme Court of the United States to reverse said decree.

Now, if the said John Dennistown, *et. al.*, shall prosecute his said appeal to effect, and shall well and truly pay and satisfy the amount of all such costs as the said Supreme Court of the United States shall adjudge in the premises, if they, the said Dennistown, Wood and

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232 A. & J. DENNISTOWN & Co.,
vs.
JAMES PAYNE, ET AL.
No. 10, Hearing Docket.
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Proof of Defendant, statement of Coleman, filed November 6th, 1857.

232 A. & J. DENNISTOWN & Co.,
vs.
JAMES PAYNE, ET AL.
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John B. Coleman, having been duly sworn, states upon oath that Bazil, the negro man mentioned in the answer of Robert Oakman, died some time in the fall of the year 1855.

JNO. B. COLEMAN.

This statement is admitted as evidence without affidavit.

A. BURWELL,
For Complainants.

Order.

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Argued and Submitted.

(Final Decree.)

This cause coming on to be heard before the honorable Samuel J. Gholson, Judge, &c., on the Bill, amended and supplemental Bill, and Bill of Revivor, and Exhibits, and on the answers exhibited, and proofs, and having been argued by counsel, and now considered, and the Court being advised in the premises, doth order, adjudge and decree, that the defendant, Edgar G. Wood, do pay to the complainants the sum of two thousand nine hundred and thirty-six dollars, being the value of two negro men, Toney and Booker, and interest thereon to the date of this decree, at the rate of six per cent., and that said sum be paid with interest thereon, atthe rate of six per cent., from this date; for which execution may issue as at law.

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Decreed this 11th November, 1857.

S. J. GHOLSON.

Appeal.

From which decree the complainants pray an appeal to the Supreme Court of the United States, which is granted upon their entering into bond in the penal sum of five hundred dollars, conditioned according to law.

Copy of Appeal Bond, approved and filed November 18th, 1859.

UNITED STATES OF AMERICA, }
Southern District of Mississippi. } *sct.*

Know all men by these presents, that we, John Dennistown, William Wood, William Cross and Armstead Burwell, are held and firmly bound unto James Payne's administrator, Robert Oakman, David Hunt, Edgar Wood and Sarah Calvit, in the just and full sum of five hundred dollars lawful money of the United States, to be paid to the said James Payne's administrator, *et. al.* as aforesaid, their lawful attorney, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 17th day of November, A. D., one thousand eight hundred and fifty-nine.

The condition of this obligation is such, that whereas, at a term of the Circuit Court of the United States for the Southern District of Mississippi, commenced and held at the city of Jackson, on the first Monday of November, A. D., 1857, a decree was rendered by said Court in favor of the said John Dennistown, *et. al.*, summons against the said Edgar Wood (only) for the sum of ten thousand dollars and thirty-six dollars and costs of suit, and the said John Dennistown, William Wood and William Cross have prayed an appeal to the Supreme Court of the United States to reverse said decree.

Now, if the said John Dennistown, *et. al.*, shall prosecute his said appeal to effect, and shall well and truly pay and satisfy the amount of all such costs as the said Supreme Court of the United States shall adjudge in the premises, if they, the said Dennistown, Wood and